



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR
www.browardschools.com

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Superintendent of Schools

December 23, 2016

ADDENDUM NO. 1 RFP 18-007V CATASTROPHIC STUDENT ACCIDENT INSURANCE

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP 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 Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 18-007V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

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

Page 1 of 5 Pages

➤ **QUESTION #1:**

Provide Loss Runs for the past three (3) years.

ANSWER TO QUESTION #1:

See *Attachment M of the RFP*

➤ **QUESTION #2:**

Participant counts broken down separately for Middle School and High School students who are participating in the interscholastic sports including football and cheerleaders and in non-sport extracurricular activities

ANSWER TO QUESTION #2:

See *Attachment to this Addendum*

➤ **QUESTION #3:**

Provide Premium for 2016-2017 school year.

ANSWER TO QUESTION #3:

See *Attachment N of the RFP*

➤ **QUESTION #4:**

What are the non-duplicated athlete counts for Middle/Junior High Athletes in the district?

ANSWER TO QUESTION #4:

See *Attachment to this Addendum*

➤ **QUESTION #5:**

What are the non-duplicated athlete counts for High School Athletes in the district?

ANSWER TO QUESTION #5:

See *Attachment to this Addendum*

➤ **QUESTION #6:**

What was the premium paid for 2016?

ANSWER TO QUESTION #6:

See *Attachment N of the RFP*

➤ **QUESTION #7:**

Was coverage still with Zurich in 2016?

ANSWER TO QUESTION #7:

See *Attachment N of the RFP*

➤ **QUESTION #8:**

What is the current claims paid for 2016?

ANSWER TO QUESTION #8:

See *Attachment M of the RFP*

➤ **QUESTION #9:**

What is the paid through date for those claims?

ANSWER TO QUESTION #9:

See *Attachment M of the RFP*

➤ **QUESTION #10:**

Will a copy of the current (2016) policy be provided in order to match the schedule of benefits?

ANSWER TO QUESTION #10:

See *Attachment N of the RFP*

➤ **QUESTION #11:**

What was the premium for 2016?

ANSWER TO QUESTION #11:

See *RFP introduction 2.1*

➤ **QUESTION #12:**

Does the premium provided include commission? If so, what was the commission for years 2013-2016

ANSWER TO QUESTION #12:

Yes, 15%

➤ **QUESTION #13:**

What were the benefits for 2016?

ANSWER TO QUESTION #13:

See *Attachment N of the RFP*

➤ **QUESTION #14:**

What were the number of Middle Schools and High Schools for 2016?

ANSWER TO QUESTION #14:

See *RFP introduction 2.1*

➤ **QUESTION #15:**

What were the total number of Middle School and High School students per year for 2013-2016?

ANSWER TO QUESTION #15:

See Attachment to this Addendum

➤ **QUESTION #16:**

Please provide a list of sports that were previously covered and advise if any new sports were added or are to be added for the years 2013-2017.

ANSWER TO QUESTION #16:

Current coverage provided is for **Class II**

Class II: While participating during the official season of the sport as a member of an interscholastic athletic team, including interscholastic football, cheerleading, and non-sport extracurricular activities of the Policyholder. Participation must be regularly scheduled and approved practice session or game of the Policyholder and under the supervision of proper adult authority of the Policyholder. This includes coverage for travel directly and uninterrupted to or from the above with other members of the team in a vehicle designed by the Policyholder and under the direct supervision of the proposer adult authority of the Policyholder.

➤ **QUESTION #17:**

Can we get a copy of the Base Plan or at the least a summary of how it works?

ANSWER TO QUESTION #17:

See Attachment to this Addendum

➤ **QUESTION #18:**

Can we get prior detailed loss information for the Base Plan for 2013-2016?

ANSWER TO QUESTION #18:

See Attachment M of the RFP

➤ **QUESTION #19:**

Under Section 4.0, Page 9 of 25 in the Scope of Service, it states – Coverage provided during interscholastic practice (pre-season and post-season conditioning) and games; **intramural games, gym class activities**, band practice, cheerleading practice, or **while at a game**. The current Zurich policy does not cover intramural games, gym classes and does not cover students while at a game unless they are part of the athletics team, band or cheerleading, etc.. Please confirm that they are not looking for spectator coverage for the students and confirm if they do or do not want coverage for intramural sports and gym classes.

ANSWER TO QUESTION #19:

See answer to Question 16.

➤ **QUESTION #20**

What are the non-duplicated athlete counts for Middle/Junior High Athletes in the district?

ANSWER TO QUESTION #20:

See Attachment to this Addendum

➤ **QUESTION #21**

What are the non-duplicated athlete counts for High School Athletes in the district?

ANSWER TO QUESTION #21:

See Attachment to this Addendum

➤ **QUESTION #22**

What was the premium paid for 2016?

ANSWER TO QUESTION #22:

See RFP introduction 2.1

➤ **QUESTION #23**

Was coverage still with Zurich in 2016?

ANSWER TO QUESTION #23:

Yes

➤ **QUESTION #24**

What is the current claims paid for 2016?

ANSWER TO QUESTION #24:

See Attachment M of the RFP

➤ **QUESTION #25**

What is the paid through date for those claims?

ANSWER TO QUESTION #25:

See Attachment M of the RFP

➤ **QUESTION #26**

Will a copy of the current (2016) policy be provided in order to match the schedule of benefits?

ANSWER TO QUESTION #26:

See Attachment N of the RFP.

Student Accident Insurance Renewal Survey for the 2016-2017 School Year

Name of School / School District: The School Board of Broward County, FL
 Address: 600 SE Third Avenue, Risk Management, 11th Floor
 City: Fort Lauderdale, State: FL Zip: 33301 Contact Name(s): Susan Brown
 Phone: (754) 321-1910 Fax: (754) 321-2654 Contact E-Mail: susan.brown@browardschools.com
 School Districts Web Address: www.browardschools.com

Total Number of High Schools: (9-12) 33 Total Number with Football: 29
 Total Number of Middle Schools: (6-8) 40 Total Number with Football: 0

Please attach a list of all Schools (names & addresses)
 Noting any *new* schools that will be opened for the 2016-2017 School Year

Total Number of Full Time Enrolled Students:

Pre-K: 5339 Elementary: 97359 Middle School or Jr. High: 47113 Senior High: 70468
 Adult Education: _____ Alternative Centers 5275

Total Number of (participants) ALL Students (un-weighted): 27,355 **(Include Home Schooled & Private School kids who participate in activities/sports if you want them included in Coverage)**

Total Number of Participants for Interscholastic Sports:

(Note: If an athlete plays more than one sport, only count that person once,
 if the athlete plays football and other sports, only count them under the football section.)

<i>SPORT</i>	<i>Total # 6-8 Graders</i>	<i>Total # of 9-12 Graders</i>
Football	0	2,350
Cheerleading	619	1,800
Marching Band	0	3,200
All other sports	6983	12,383

Check Class Requested

- All enrolled students of the sponsor including sports and activities.
 - Including Football
 - Excluding Football
- All interscholastic athletes, including interscholastic football, cheerleaders and participants of non-sport extracurricular activities of the sponsor.
- All interscholastic athletes, including interscholastic football, band members, cheerleaders, majorettes, participants of intramural sports, gym classes and non-sport extracurricular activities of the sponsor.

Signature:  Date: 4/21/2016

Please Return the Completed form to:
Cynthia Preston@ Arthur J. Gallagher Risk Management Services
 Email: cynthia_preston@ajg.com
 Fax: 1-561-995-6708



Number of Schools

Elementary	137
Middle	40
High	33
Combination	6
Centers	19
Colleges	3
Total	238
Charter Schools	103
Grand Total	341

Includes elementary, middle and high virtual schools.



Did you know BCPS serves over 31.5 million breakfast and lunch meals every year?

2015/16 Enrollment



Pre-K	5,339
K - 5	97,359
6 - 8	47,113
9 - 12	70,468
Centers	5,275
Charter Schools	43,282
Total	268,836

*(Benchmark Day Count - 9/14/15)
includes elementary, middle and high virtual schools.*

Personnel

Total instructional staff	14,088
Clerical, support staff, etc.	10,026
Administrators	1,379
Total number of permanent employees (above groups combined)	25,493
Total number of Substitute/Temporary	6,304
Total employees	31,797

(As of 8/17/15)

Broward County Public Schools
600 SE Third Ave • Fort Lauderdale
FL 33301 • 754-321-0000

2015/16 Student Racial/Ethnic Distribution

White	50.9%	136,778
Black	40.6%	109,236
Asian	3.7%	10,001
Native American or Native Alaskan	1.0%	2,822
Native Hawaiian or Pacific Islander	0.2%	523
Multiracial	3.5%	9,476

Ethnically Hispanic	31.5%	84,785
Non Ethnically Hispanic	68.5%	184,051

BCPS serves a diverse student population. Students are from 208 different countries and speak 181 different languages.

*Due to rounding, numbers may not total 100 percent.



Members of the class of 2015 are attending more than 600 colleges, universities and technical schools throughout the world and have joined all branches of the U.S.

Career, Technical, Adult and Community Education



Approximately 175,000 adult students are served each year at BCPS Technical Colleges, and Adult and Community Schools.



Did you know BCPS has the largest debate program in the nation with over 5,000 students actively competing in debate.

Average Pupil Expenditure

Basic K-12	\$6,096
ESOL	\$6,335
ESE	\$10,833
Career Ed 9-12	\$6,095

(As of school year ending June 30, 2014)



Did you know BCPS is the 1st Florida school district to partner with code.org to offer computer science in all BCPS high schools.

2014 School Grades Breakdown



Elementary and middle schools

A	52
B	33
C	60
D	15
F	19

High schools

A	11
B	12
C	6
D	2
F	0

BCPS centers and colleges do not receive letter grades from the state.



Did you know the District's school buses travel more than 16 million miles annually?

2014 Public Charter School Grades Breakdown

Elementary and middle schools

A	31
B	8
C	13
D	8
F	5

High schools

A	4
B	1
C	2
D	0
F	2



IMPORTANT NOTICE TO BROWARD COUNTY PARENTS



Choice of **TWO** Student Accident Insurance Plans

Dear Parents:
 Accident Insurance protection is made available as a public service to full-time students enrolled in the Broward County School District. The School Board is not responsible for payment of medical expenses due to school-related injuries or any other medical expenses not covered by this plan or any other insurance plan. We encourage all parents to read this information and decide whether or not to enroll their child in this voluntary insurance program.

OPTION 1 SCHOOL TIME ACCIDENT PLAN
 Coverage during the regular school term for:
 School Classes and Covered School Activities
 Summer School Educational Classes
 Scholastic School Sports (except varsity football)*

*NOTE: Contact the school's football coach if you want to purchase Varsity Tackle Football Insurance.

OPTION 2 SCHOOL TIME PLUS 24-HOUR FULL ACCIDENT PROTECTION PLAN
 Coverage during:
 School Classes and Covered Activities
 School Sports (except varsity tackle football)*
 24-HOUR PROTECTION WHILE:

- At Home and Weekends
- Summer Vacation Periods
- 24 hours a day, seven days a week. Additional exclusions apply.

Choose from one of the following Accident Policy Benefit Levels

Policy Benefit Description	PLAN A Basic Benefits	PLAN B Enhanced Benefits
Maximum Medical Benefit payable per Covered Accident	\$25,000	\$25,000
Accidental Death Benefit	\$1,500	\$3,000
Initial Physician's Visit (Non-Surgical)	\$50	\$75
Physician's Follow-Up Visits (Non-Surgical)	\$40	\$45
Outpatient Therapy or Similar Treatment Visits	Up to \$200 @ \$40 per day	Up to \$400 @ \$45 per day
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees per Florida 2008 Work Comp Fee Schedule, Part A)	Not to exceed a \$3,500 maximum benefit	Not to exceed a \$7,500 maximum benefit
X-Rays, EEG, CAT Scans (Includes Reading Fees)	Up to \$150	Up to \$350
MRI (Includes Reading Fees)	Up to \$500	Up to \$750
Inpatient Hospital Room Charges per Day of Confinement	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges per Diem	Up to \$300 per day	Up to \$750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	Up to \$3,500 for all charges, services and supplies	Up to \$7,500 for all charges, services and supplies
Emergency Room Charges: (applies to injuries requiring emergency treatment within 72 hours of a covered accident)	Up to \$300	Up to \$750
Orthopedic Devices, Braces, Implants or Appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	No Benefit	Up to \$50
Dental Treatment, (for accidentally injured sound, natural teeth)	Up to \$350/injured tooth	Up to \$750/injured tooth
Emergency Ambulance Service (initial air or ground trip)	Up to \$250	Up to \$750

SICKNESS OPTION 3 Optional In-Hospital Sickness Benefit Plan

The Accident Insurance Plans mentioned above do not cover any medical expenses due to an illness, sickness or disease. However, if your child is enrolled in Option 3, the In-Hospital Sickness Benefit Plan, the policy will pay up to \$500 for each day your child is hospitalized overnight as an in-patient due to a covered illness, sickness or disease up to a policy maximum of \$5,000 for up to a 12 month period of coverage. No other sickness benefits are payable for any outpatient expenses or doctor's services. The one-time cost to add the In-Hospital Sickness Benefit Option is \$40.00 for coverage starting from the date this application is received by the insurance company and continuing through the 2017 summer months until the last day of summer August 2017.

COVERAGE EFFECTIVE AND TERMINATION DATES: Coverage becomes effective on the first day of school or at 11:59 P.M. according to the U.S. Postal postmark date on the enrollment envelope or the date payment is received in School Insurance of Florida's office, whichever is the later date. The 24 Hour Basic Accident Plan coverage terminates at 12:01 A.M. on the last day of summer, August 2017. The At School Basic Accident Plan Coverage terminates at 11:59 P.M. on the last day of school, June 2017. The In-Hospital Sickness Benefit Option Plan coverage terminates at 12:01 A.M. on the last day of summer, August 2017. If you are an Adult Student (Vo-Tech) and purchase the School Time Plan or the 24 Hour Plan, your coverage will expire when your semester is over or on the last day of summer, August 2017.

HOW TO ENROLL: 1) (Cómo inscribirse) Complete the enrollment form below; 2) Make check or money order for correct amount payable (Envíe su cheque con el formulario) to School Insurance of Florida; 3) Write the student's name and school in the memo section of your check or money order; 4) Mail enrollment application and payment to School Insurance of Florida. *Keep your cancelled check or money order receipt as your confirmation of payment. Insurance cards will not be sent to you unless you request an I.D. card and enclose a self-addressed, stamped envelope for us to mail the I.D. card to you. Keep the top portion of this form for your records. No premium refunds after the first day of coverage. Enroll online and receive immediate I.D. confirmation.*

FOR MORE INFORMATION CONTACT: School Insurance of Florida P.O. Box 784268 Winter Garden, FL 34778. Telephone 800-432-6915; Or, visit our website www.schoolinsuranceofflorida.com to enroll online.

DETACH HERE AND ENCLOSE YOUR APPLICATION AND YOUR PAYMENT IN THE ENVELOPE BELOW

ENROLLMENT FORM FOR STUDENT ACCIDENT INSURANCE

STUDENT'S FIRST NAME (one letter in each box) M.I.

STUDENT'S LAST NAME

Please Print Address (Street) (City) (State) (Zip)

Name of School Student Attends _____

Grade ___ Email Address _____

X _____ (Signature of Parent or Guardian) (Date)

School Board of Broward County 17-RSL CHECK # _____

CHECK (✓) YOUR SELECTION BELOW BY CHOOSING OPTION 1 OR 2 AND YOUR BENEFIT PLAN

Options	Plan A Basic Benefit	Plan B Enhanced Benefits
OPTION 1 School Time Coverage Only	<input type="checkbox"/> \$9	<input type="checkbox"/> \$25
OPTION 2 School Time PLUS 24 HOUR COVERAGE	<input type="checkbox"/> \$47	<input type="checkbox"/> \$150

If you have enrolled in one of the above plans you are eligible for Option 3 the In-Hospital Sickness Benefit Plan Below.

OPTION 3 In-Hospital Sickness Benefit	<input type="checkbox"/> \$40
TOTAL PAYMENT ENCLOSED	\$ _____

SCHOOL BOARD OF BROWARD COUNTY
SUMMARY OF STUDENT INSURANCE

EXCESS INSURANCE

Underwritten by Reliance Standard Life Insurance, 1100 East Woodfield Road, Two Woodfield Lake, Schaumburg, IL.

The Certificate of Insurance summarizes the policy provisions and benefits. This policy will not pay 100% of all incurred medical expenses. Policy limits and exclusions apply. Policy benefits are payable, subject to the limits specified below, for accidental bodily injury resulting from a covered accident (or covered illness if the optional In-Hospital Sickness Benefit Option is purchased).

POLICY DEFINITIONS: "Covered Accident" means bodily injury of the insured that results directly and independently of all other causes from a covered accident occurring while the policy is in force. Self-inflicted injuries caused by prolonged over exertion, stress or strain, or disease process or aggravation of an existing condition is expressly excluded from coverage under the accident policy.

EXCLUSIONS - WHAT THE POLICY DOES NOT COVER

- 1. The practice or play of interscholastic tackle football including travel to or from such practice or play if the student is enrolled in the 9th, 10th, 11th or 12th grades, unless the player has paid the required extra premium.
2. Damage to other than whole, sound, vital and natural teeth or to existing dental bridges, crowns, restorations or braces; orthodontic procedure and services.
3. Pathological fractures, stress fractures, boils, athlete's foot, impetigo or similar skin infection, rashes, poisonous vegetation reactions, warts, blisters, calluses, cramps, muscle spasms, allergies or allergic reactions, ingrown nails, appendicitis, hernia of any kind, however caused, infections occurring other than as a result of such injury, detached retina, or psychiatric care.

Additional exclusions for the optional In-Hospital Sickness Benefit: No benefits payable due to pregnancy, child birth, abortion, drug or alcohol intoxication, addiction or treatment expense; mental illness, emotional disorders, or psychiatric care; dental care for any cause including TMJ; any out-patient visit, treatment of service; any pre-existing condition or recurrence thereof; any expense due to accidental bodily injury.

This Policy is "Excess Coverage" which means if you have other insurance, an HMO or PPO that is also in effect, this policy will consider payment of eligible medical expenses after your other insurance has provided their full payments. You must file a claim with your other primary insurance to be eligible to receive benefits from this accident insurance policy.

A certificate of insurance summarizes the provisions and benefits of the policy #09-0136 (files form # LRS-8985-0100-FL). Any difference between the policy and the certificate will be settled according to the provisions of the policy.

HOW TO FILE A CLAIM: (Para reportar un reclamo, Comuniquese con la oficina de la escuela). Obtain a claim reporting form from your school. Complete the form and mail to School Insurance of Florida, P.O. Box 784268, Winter Garden, FL 34778-4268. Telephone number 800-432-6915. You can also visit our website www.schoolinsuranceofl.com.

FLORIDA LAW STATES: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an enrollment form containing any false or incomplete, or misleading information is guilty of a felony of the third degree.

Address all claims and inquires to : School Insurance of Florida
P.O. Box 784268, Winter Garden, Florida 34778 PHONE: 1-800-432-6915

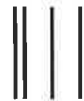
RS0100FL

School Policy Number : 09-0136

BROWARD 17-RSL

- 1) Include check or money order payable to: School Insurance of Florida.
2) Please follow the enrollment instructions on the reverse side of this envelope.

From: Please Print Name of Parent or Guardian
No. Street
City State Zip



Postage
Required
Post Office will
not deliver
without proper
postage.

MAIL TO: SCHOOL INSURANCE OF FLORIDA
PO BOX 784268
WINTER GARDEN, FL 34778-4268

Broward Public School
Insurance Application



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

December 1, 2016

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 18-007V - Catastrophic Student Accident Insurance Coverage**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Catastrophic Student Accident Insurance Coverage**. 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 O**, 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 18-007V

CATASTROPHIC STUDENT ACCIDENT INSURANCE COVERAGE



RFP Release Date: **December 1, 2016**

Written Questions Due: On or Before 5:00 p.m. ET
December 13, 2016
in Procurement & Warehousing Services Department

Proposals Due:* On or Before 2:00 p.m. ET
February 1, 2017
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.

REQUEST FOR PROPOSALS (RFP) 18-007V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: December 1, 2016

TITLE: **CATASTROPHIC STUDENT ACCIDENT INSURANCE COVERAGE**

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, February 1, 2017** and plainly marked **RFP 18-007V - Catastrophic Student Accident Insurance Coverage**. 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 18-007V), 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 to receive Proposals for catastrophic student accident insurance coverage as described herein. SBBC is required to provide catastrophic student accident insurance coverage for middle and high school students participating in interscholastic athletic activities, including interscholastic football, cheerleading and non-sport extracurricular activities. Florida High School Athletic Association (FHSAA) mandates all Florida Public School Districts carry Catastrophic Student Accident Insurance. Purchase of this policy places the District in compliance with FHSAA Article 3.1.2.

Broward County Public Schools (BCPS) is the sixth largest school district in the nation and the second largest in the state of Florida. BCPS has over 271,000 students and approximately 175,000 adult students in 236 schools, centers and technical colleges, and 101 charter schools.

Risk Management collects the number of schools and types of sports eligible for coverage under this policy. Participation must be in a regularly scheduled and approved practice session or game with supervision of proper adult authority. Coverage is also provided for travel directly and uninterrupted to or from sporting events with other members of the team in a vehicle designated by the District and under direct supervision of authorized school district personnel.

Purchase of this policy meets requirements established by FHSAA. The District will provide proof of an FHSAA Certificate before summer programs begin. Risk Management will provide our designated insurance carrier with the number of schools and types of sports eligible for coverage under this program.

As of this date, coverage is currently provided through Zurich Insurance Company. Zurich offered an aggressive pricing structure with no changes in coverage terms. The District’s premium remains flat and has been stagnant over the last three years.

Insurance Premium

Line of Business	2013	2014	2015
Catastrophic Student Accident	\$51,938.00	\$51,938.00	\$51,938.00

Renewal Exposure and Terms

Line of Business	2013	2014	2015
Catastrophic Student Accident			
Middle Schools	42	42	42
High Schools	29	29	29
Payout Benefits			
Accident Medical Expenses Benefit	\$6,000,000	\$6,000,000	\$6,000,000
Catastrophic Cash Benefits	\$500,000	\$500,000	\$500,000
Benefit Period	10 Years	10 Years	10 Years
Deductible – Per Incident	\$25,000	\$25,000	\$25,000

2.0 INTRODUCTION AND GENERAL INFORMATION

2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High, C.P.M., A.P.P., MBA Purchasing Agent IV, 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, December 13, 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.

2.3 **Contract Term:** The purpose of this RFP is to establish a contract **beginning July 1, 2017, or date of award, whichever is later and continuing through June 30, 2020**. The policy periods applicable to the initial three-year contract period are listed below. Proposals with rate guarantees for the first two policy terms will be preferred.

August 1, 2017 (or the first day of sports practice in 2017, whichever is earlier) to August 1, 2018 (or the first day of sports practice in 2018, whichever is earlier).

August 1, 2018 (or the first day of sports practice in 2018, whichever is earlier) to August 1, 2019 (or the first day of sports practice in 2019, whichever is earlier).

August 1, 2019 (or the first day of sports practice in 2019, whichever is earlier) to August 1, 2020 (or the first day of sports practice in 2020, whichever is earlier).

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.

2.4 **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.

2.5 **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".**

2.0 INTRODUCTION AND GENERAL INFORMATION

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.

- 2.6 **Price Adjustments:** Annual Premium 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.

3.0 CALENDAR

December 1, 2016	Release of RFP 18-007V
December 13, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
February 1, 2017*	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
February 13, 2017*	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
February 15, 2017	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 shall result in disqualification of Proposal. Failure to agreement to Section 4.2.1 shall 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 be licensed in the State of Florida The license is general lines agent license for the State of Florida (220 License). Provide a copy of your current license and/or certificate that allows Proposer to provide the services proposed.
- 4.2.3 Proposer must have a minimum of five (5) years' experience in writing this type of insurance coverage. Written proof must be provided with proposal for this section.
- 4.2.4 Proposals will be considered only if, as of the proposal return date specified in this RFP, the insurer is authorized by a subsisting certificate of authority issued to the insurer by the Department of Insurance of the State of Florida and the insurer has a AM Best Rating of A- or higher, and a Financial Size Category of VI or larger. **Proposer must provide a copy of their Certificate of Insurance meeting these requirements with proposal.**
- 4.2.5 Proposer(s) must agree that within thirty (30) days of notification of award, Proposer shall maintain a claims and policyholder's service office for the verification of eligibility, the answering of coverage questions, and the processing and handling of claims. The office must be open during normal business hours (8:00 a.m. - 5:00 p.m., EST). The claims office must meet the requirements of Florida Statutes including, but not limited to, F.S. 627.661. This does not need to be a local office. Yes No **Do not check both boxes.**
- 4.2.6 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 Experience and 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 Experience and Qualifications – (Maximum 20 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.

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

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

- 4.4.1.2 Complete, and return, with your Proposal, **Attachment F** of the RFP.
- 4.4.1.3 **Organization/Corporate Profile** – Submit responses for each of the following:
- A. Size of Organization (Number of Employees).
 - B. Number of years in providing Catastrophic Student Accident Insurance Coverage services, including operation under other firm names.
 - C. Number of staff employed at your location.
 - D. Provide current resumé and background information of the staff that will be assigned to this project.
 - E. Submit current copy of your firm's occupational license.
 - F. Give address location(s) of the office(s) from which Proposer is located and the number of corporate partners, managers, supervisors, seniors and other professional staff, that will be performing service under this RFP. Provide the names, titles, and resumes of administrative employees at the office(s) that will be able to assist in providing services to SBBC during the term contract. Indicate the level of expertise of each staff, as well as the combined years' experience in providing these services.
- 4.4.1.4 Proposer shall demonstrate, document, and attest of having the necessary capabilities to meet all the terms and requirements of the RFP in its entirety including, but not limited to licensure, minimum liability insurance, local/state/federal compliance, operating locations, competent and professional staff, experience, expertise and financial stability to provide all of the applicable claim administration, safety & loss control, financial reporting and all services inherent or associated with this type of insurance. It is preferred that the Awardee have strong customer service, bilingual capabilities, electronic/on-line capabilities, and school district experience.
- 4.4.1.5 Proposer shall provide a list of clients (preferably with school districts or governmental municipalities), including address, contact person, telephone numbers and email addresses of those who have used Catastrophic Student Accident Insurance Coverage within the last five years. SBBC staff reserves the right to contact these clients during the evaluation process for verification of services provided. See **Attachment J**.
- 4.4.1.6 Proposer shall provide **sample** reports that detail your loss run reports for student insurance coverage including loss ratio.
- 4.4.1.8 Proposer shall submit as part of their proposal any miscellaneous forms required by students/parents to complete for this insurance.
- 4.4.1.9 Proposer shall include a claims kit that the District must use when notifying Proposer of any injury. (at a minimum a claims kit should contain the claim form and procedures)
- 4.4.1.10 Proposer shall provide documentation of financial stability of their company (A.M. Best rating or equivalent, financial statements, etc.) as deemed applicable.
- 4.4.1.11 Proposer shall provide all information requested in **Attachment L** and submit for Section 4.4.1.11.

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

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

- 4.4.1.11 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 40 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	Awardee shall provide catastrophic student accident insurance to middle and high school students participating in Interscholastic Sports/Activities - Coverage provided during interscholastic practice (pre-season and post-season conditioning) and games; intramural games, gym class activities, band practice, cheerleading practice, or while at a game, and during any non-sport school-sponsored and supervised activity. Coverage includes travel, team or individual, to or from the location of a covered event. Travel directly to or from the insured person's residence and school in a vehicle supplied by the policyholder for any of the activities listed above. All travel must be authorized by the policyholder and paid for or subject to reimbursement by the policyholder.			
4.4.2.2	Awardee shall provide monthly and/or quarterly reports of utilization to the Risk Management Department, which, if applicable and within the scope allowed by law, identify number of claims, type of claim, utilization costs, earned premiums, loss ratios, trend analysis, case reviews, recommendations, etc. as well as any customized reports deemed necessary by SBBC,			
4.4.2.3	Awardee agrees with all terms and conditions of the HIPPA Business Associate Agreement (Attachment H)			

4.4.3 Cost of Services -- (Maximum 30 allowable points)

The following Annual Premium structure listed below shall be used by the Proposer and must not to be altered from this format. **FAILURE TO FOLLOW THIS FORMAT SHALL RESULT IN DISQUALIFICATION OF PROPOSAL.** Annual Premium shall be **all-inclusive** and shall include, but not limited to, the following **expenses: travel, lodging, overnight shipments, telephone, computer time, paper, report printing, and any out-of-pocket expenses for this contract.** The Annual Premium shall be used to determine low bid. See Section 2.6 for Price Adjustments.

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

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

4.4.3 Cost of Services (Continued)

RATE/PREMIUM CALCULATION

Proposers must state their proposed annual premiums. Please indicate if premium is adjustable or auditable on any basis or if premium is flat. Premiums are requested to be guaranteed for a minimum of three (3) years.

Total (Single) Annual Premium (Cost of Services) \$ _____

Additional Information

Estimated Commissions \$ _____

Distribution of Cost of Services points will be calculated as a percentage increase as compared to the lowest cost proposal received. For example, if Proposer A submits an annual premium of \$100 and Proposer B submits an annual premium of \$105 and Proposer C submits an annual premium of \$115, Proposer A would receive 100% of the total points (30 Points) allowed for the Cost of Services criteria since it is the lowest cost. Proposer B would receive (95% or 29 Points) and Proposer C would receive (87% or 26 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>

<u>M/WBE Information:</u> 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. 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.	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	20
B. Scope of Services	40
C. Cost of Services	30
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, February 1, 2017** 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 18-007V - CATASTROPHIC ACCIDENT COVERAGES

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 18-007V), 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.

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 therefrom 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 by 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 **February 15, 2017 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.

7.0 GENERAL CONDITIONS (Continued)

- 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.
- 7.54 **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.

7.0 GENERAL CONDITIONS (Continued)

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.

7.62 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public records other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such non-disclosure.

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: 18-007V RFP Title: Catastrophic Student Insurance Coverage					

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 18-007V - CATASTROPHIC STUDENT ACCIDENT INSURANCE COVERAGE

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) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	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.

Social security number	
-	-
or	
Employer identification number	
-	-

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.

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); and
- 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:

- 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, and
- 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 ¹
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

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017, 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 "VENDOR"),
whose principal place of business is
[insert their address here].

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

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

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____, 20__ and conclude on _____, 20__. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

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

OR

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

2.08 **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.

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.

Add to Contract Memo info that administrators must make certain that no student info in 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 Agreement with (*Insert Party Name*)

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.

2. **Inspection of VENDOR's Records by SBBC.** VENDOR 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 VENDOR'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 VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR'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. VENDOR'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) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR'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 VENDOR'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 VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR 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 VENDOR'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 VENDOR 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 VENDOR'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 VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

(g) **Inspection of Subcontractor’s Records.** VENDOR 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 VENDOR 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 VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) **Inspector General Audits.** VENDOR 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 VENDOR: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

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

2. **Background Screening.** VENDOR 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 VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR 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. VENDOR 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 VENDOR’s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

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

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

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:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. **VENDOR** shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, **VENDOR** shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. **VENDOR** shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if **VENDOR** does not transfer the public records to SBBC. Upon completion of the Agreement, **VENDOR** shall transfer, at no cost, to SBBC all public records in possession of **VENDOR** or keep and maintain public records required by SBBC to perform the services required under the Agreement. If **VENDOR** transfer all public records to SBBC upon completion of the Agreement, **VENDOR** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **VENDOR** keeps and maintains public records upon completion of the Agreement, **VENDOR** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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.

Agreement with (Insert Party Name)

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(s) _____ 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.

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.

Agreement with *(Insert Party Name)*

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

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

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

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

3.26 **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

By _____, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel

[

FOR VENDOR

(Corporate Seal)

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

ATTEST:

By _____

_____, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

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

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and

did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

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

FOR VENDOR:

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

(SEAL)

Notary’s Printed Name

Notary’s Commission No.

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ATTACHMENT F

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

The School Board of Broward County, Florida
RFP 18-007V - CATASTROPHIC STUDENT ACCIDENT INSURANCE COVERAGE

**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.

Organization Name	18-007V 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) “***Breach***” has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

- (b) “**Business Associate**” shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
- (c) “**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.
- (d) “**EDI Rule**” shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162 Subpart A and I through R.
- (e) “**HIPPA**” means Health Insurance Portability and Accountability Act of 1996.
- (f) “**HITECH Act**” means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (g) “**Individual**” shall have the same meaning as the term “Individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (h) “**Minimum Necessary**” means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (i) “**Omnibus Rule**” means the HIPPA Omnibus Rule of 2013.
- (j) “**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.
- (k) “**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.
- (l) “**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
- (m) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (n) “**Security Rule**” shall mean the Standards for Security of ePHI as set forth 45 C.F.R. Parts 160 and 164 Subpart C.
- (o) “**Unsecured PHI**” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

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

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the “Minimum Necessary” rule when using, disclosing, or requesting PHI, except when a specific exception applies under 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

PLEASE FILL OUT THIS FORM AND SUBMIT WITH YOUR PROPOSAL IF YOUR COMPANY HAS LESS THAN 4 EMPLOYEES

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

DESCRIPTION OF MODEL PROGRAM

Catastrophic Student Accident Insurance

Model Program for Catastrophic Student Accident Insurance

FORM OF COVERAGE

Coverage shall be provided on a form that meets or exceeds the currently provided coverage. The current policy is included as an attachment to this RFP.

ATTACHMENT OF POLICY

The proposed coverage form, including all endorsements or riders, that will be used must be provided as an attachment to the Proposal.

POLICY PERIOD

The contract term of the RFP begins **July 1, 2017, or date of award, whichever is later and continuing through June 30, 2020.**

August 1, 2017 (or the first day of sports practice in 2017, whichever is earlier) to August 1, 2018 (or the first day of sports practice in 2018, whichever is earlier).

August 1, 2018 (or the first day of sports practice in 2018, whichever is earlier) to August 1, 2019 (or the first day of sports practice in 2019, whichever is earlier).

August 1, 2019 (or the first day of sports practice in 2019, whichever is earlier) to August 1, 2020 (or the first day of sports practice in 2020, whichever is earlier).

CATASTROPHIC STUDENT ACCIDENT HISTORICAL LOSSES & PREMIUMS

See **Attachment M** for loss and premium data.

ATTACHMENT L

REQUIRED QUESTIONNAIRE FORM

Catastrophic Student Accident Insurance

Catastrophic Student Accident Questionnaire Form

Provide all information requested below:

1. **AGENT/BROKER:**

Name: _____

Address: _____

Account Executive: _____

Telephone No.: _____

Facsimile No.: _____

Email Address: _____

2. **INSURER:**

Name: _____

Address: _____

Telephone No.: _____

A. M. Best Rating _____

3.. **FORM OF COVERAGE:**

- a) Confirm that coverage shall be provided on a form that meets or exceeds the currently provided coverage. (The current policy, including endorsements, is included in **Attachment N**.)
- b) Please describe, in detail, how the policy you have submitted, as part of your Proposal to RFP 18-007V, would respond to a claim submitted by a student covered by Tri-Care/Champus/VA. Be specific to reference the provision in your policy which states the coverage availability/unavailability.

4. **ATTACHMENT OF POLICY:**

- a) Confirm that the proposed coverage form, including all endorsements or riders, that will be used has been provided as an attachment to the Proposal.

Catastrophic Student Accident Questionnaire Form

5. **DEVIATIONS FROM MODEL PROGRAM:**

Indicate whether your Proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Provide a description of any deviations in the following table. Proposers are reminded that preference will be given to Proposals which fully comply with the provisions of the RFP.

	Can Comply	Can Comply with Deviations	Cannot Comply
Claims Payment/Policy Service			
Term of Contract			
Rate Guarantee			
Premium Envelope and Brochure Requirements			
Proofs of Distributed Materials Required			
School Board Not Responsible for Minimum Policies or Costs			
Sales of Allied Lines			
Severability of Contracts			
Form of Coverage			
Attachment of Policy			
Policy Period			

6. **ADDITIONAL COMMENTS/DEVIATIONS FROM MODEL PROGRAM**

If your proposal does not fully comply with any provision, explain fully in the space following (attach additional pages as necessary) the extent of non-compliance and the alternative provision proposed. (Please detail ALL deviations. Do not merely refer to attached specimen forms.)

ATTACHMENT M

**CATASTROPHIC STUDENT ACCIDENT
INSURANCE**

**HISTORICAL LOSSES
&
PREMIUMS**

Data valued as of: 11/14/2016

Zero Loss Run Summary



Policy Number : 5465766

The School Board Of Broward County, Florida

Policy/Loss Year(s) requested : 2013 , 2014 , 2015 , 2016

The Policy has no claim data for the years requested above (unless indicated by the link to Loss Run Report)

Claim Count	Paid	Reserves	Recoveries	Incurred
0	\$0.00	\$0.00	\$0.00	\$0.00

ATTACHMENT N

CURRENT POLICY & ENDORSEMENTS

Insurer: National Union Fire Insurance Company of Pittsburg, PA.

Agent: Arthur J. Gallagher

Blanket Accident Insurance Certificate



ZURICH[®]

ZURICH AMERICAN INSURANCE COMPANY

1400 American Lane
Schaumburg, Illinois 60196

This is a summary of the accident insurance **We** provide on behalf of the **Policyholder** to **You** if **You** are within a class of eligible persons described in Section I - Schedule and if the required premiums are paid when due.

EXCESS INSURANCE: The accident medical expense benefits attached to this Certificate are excess benefits.

Riders attached to this certificate may contain deductible provisions.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE PROVIDES ACCIDENT COVERAGE ONLY

THIS IS A SUMMARY OF COVERAGE ONLY WHICH SUMMARIZES AND EXPLAINS THE PARTS OF THE POLICY WHICH APPLY TO YOU.

FOR ALL TERMS AND CONDITIONS OF COVERAGE, PLEASE REVIEW THE POLICY ISSUED TO THE POLICYHOLDER AND ON FILE WITH THEM AT THEIR PLACE OF BUSINESS. YOU CAN OBTAIN A COPY OF THE POLICY FROM THE POLICYHOLDER.

THIS CERTIFICATE IS NOT AN INSURANCE POLICY. IN THE EVENT OF A CONFLICT OF PROVISIONS BETWEEN THE POLICY AND THIS CERTIFICATE, THE PROVISIONS OF THE POLICY WILL GOVERN

.PLEASE READ THIS CERTIFICATE CAREFULLY

NON-PARTICIPATING

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
Section I	SCHEDULE
Section II	ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE
Section III	DEFINITIONS
Section IV	GENERAL EXCLUSIONS
Section V	GENERAL LIMITATIONS
Section VI	PREMIUMS
Section VII	TERMINATION OF INSURANCE
Section VIII	HOW TO FILE A CLAIM
Section IX	PAYMENT OF CLAIMS
Section X	GENERAL POLICY CONDITIONS
Section XI	BENEFITS

SECTION I - SCHEDULE

- I. **POLICYHOLDER:** The School Board of Broward County, FL
600 SE 3rd Avenue
Fort Lauderdale, FL 33301
- II. **POLICY NUMBER:** MCB 5465766
- III. **POLICY INCEPTION DATE:** July 1, 2013
- IV. **POLICY PERIOD:** July 1, 2016 to July 1, 2017
(All Insurance begins and ends at 12:01 a.m. at the **Policyholder's** address)
- V. **CONTRACT SITUS:** Florida
- VI. **ELIGIBILITY AND CLASSIFICATION OF INSUREDS:**

The following individuals are eligible to become **Insureds** upon the submission of completed enrollment material, if required:

- Class I: Not Applicable.
- Class II: All interscholastic athletes, Including interscholastic football and cheerleaders and participants of non-sport extracurricular activities of the **Policyholder**.

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss**, and he or she is covered under more than one Class, **We** will pay only one benefit, the largest benefit.

VII. **COVERED ACTIVITY(IES):**

- Class I: Not Applicable.
- Class II: While participating during the official season of the sport as a member of an interscholastic athletic team, including interscholastic football, cheerleading and non-sport extracurricular activities of the **Policyholder**. Participation must be in a regularly scheduled and approved practice session or game of the **Policyholder** and under the supervision of proper adult authority of the **Policyholder**. This includes coverage for travel directly and uninterruptedly to or from the above with other members of the team in a vehicle designated by the **Policyholder** and under the direct supervision of the proper adult authority of the **Policyholder**.

VIII. **BENEFITS:**

BENEFITS	CLASS COVERED	COVERAGE AMOUNT	FORM NUMBER
Accidental Death Benefit	All	\$10,000	U-BMC-100-A FL (07/10)
Accidental Dismemberment Benefit	All	\$20,000	U-BMC-100-A FL (07/10)
Exposure and Disappearance Benefit	All	\$10,000	U-BMC-100-A FL (07/10)
Catastrophe Cash Benefit	All	\$500,000	U-BMC-125-A FL (07/10)
		Initial Lump Sum: \$100,000 (after 6 months)	
		Monthly Amount: \$3,333	
		Number of Months: Up to 120	
Accident Excess Integrated Medical Expense Benefit	All	See Benefit Rider	U-BMC-140-A FL (07/10)
Heart Failure Benefit	All	\$10,000	U-BMC-143-A FL (07/10)
Seat Belt/Air Bag Benefit	All	\$5,000 Seat Belt \$5,000 Air Bag	U-BMC-116-A FL (08/11)

IX. REPORTING AND NOTICE ADDRESSES:

Claim Reporting:

Claims Department
Zurich American Insurance Company,
P.O. Box 968041, Schaumburg, IL 60196
1-877-287-4805

SECTION II – ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

INSURED'S EFFECTIVE DATE

Your coverage under the **Policy** begins on the latest of:

1. the Policy Inception Date shown in the Schedule;
2. the date for which the first premium for **Your** coverage is paid; or
3. the date **You** become a member of an eligible class of persons as described in the ELIGIBILITY AND CLASSIFICATION OF INSUREDS section on the Schedule;

A change in **Your** coverage under the **Policy** due to a change in **Your** eligible class becomes effective on the later of:

1. when the change in **Your** eligible class occurs; or
2. if the change requires a change in premium, the date the first changed premium is paid.

However, a change in coverage applies only with respect to **Accidents** that occur after the change becomes effective.

SECTION III – DEFINITIONS

Accident or **Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place during the **Policy** term.

Active means a member as defined by the **Policyholder** based on elements relating to the relationship between the organization and its members, the school and its students, the creditor and its debtors, or the vendor and its vendees, etc.

Certificate means this Blanket Accident Insurance Certificate.

Contributory means the **Insured** is required to pay all or a portion of the premium. Whether the benefits are **Contributory** or **Non-Contributory** is stated in the Schedule.

Covered Accident means an **Accident** that results in a **Covered Loss**.

Covered Activity(ies) means those activities set out in the COVERED ACTIVITIES section of the Schedule.

Covered Injury means bodily injury directly caused by **Accidental** means which is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under the **Policy** and participating in a **Covered Activity**, and results in a **Covered Loss**.

Covered Loss means a loss which meets the requisites of one or more benefits or additional benefits, results from a **Covered Injury**, and for which benefits are payable under the **Policy**.

Domestic Partner means as defined in the **Policyholder's** medical plan as on file and approved by **Us**.

To qualify as a **Domestic Partner**, the following requirements must be met:

1. **You** and **Your Domestic Partner** must have an intimate, committed relationship of mutual caring, and have agreed to be responsible for each other's welfare;
2. **You** and **Your Domestic Partner** must have lived together in such a relationship for a period of not less than six consecutive months at the same residence address;
3. **You** and **Your Domestic Partner** must both be at least 18 years of age;
4. neither **You** nor **Your Domestic Partner** are legally married;
5. **You** and **Your Domestic Partner** are not **Related** by blood or adoption; and
6. **You** and **Your Domestic Partner** are each other's sole **Domestic Partner** and intend to remain so indefinitely.

The existence of the relationship between **Your Domestic Partner** and **You** must be evidenced by:

1. **Your Domestic Partner** being named as the primary beneficiary in the event of **Your** death under **Your** retirement plan or 401(k) plan, if **You** maintain such a plan;

2. at least one of the following:
 - a. designation of **Your Domestic Partner** as a primary beneficiary under **Your** will; or
 - b. designation of **Your Domestic Partner** as a primary beneficiary for **Your** life insurance;
3. at least one of the following:
 - a. joint ownership of real estate (whether by mortgage, lease or deed);
 - b. joint ownership of a motor vehicle; or
 - c. joint ownership of a bank account; and
4. a completed, active certification of **Domestic Partner** status form on file with the **Policyholder**.

To be active, **You** will not have completed a Termination of **Domestic Partner** status form with respect to **Your Domestic Partner**.

Foreign National means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Insured means any person who is eligible for coverage under the **Policy** as provided in the ELIGIBILITY AND CLASSIFICATION OF INSUREDS section of the Schedule, and who completes the enrollment material, if required.

Limb means an arm or a leg.

Non-Contributory means the **Insured** is not required to contribute toward the premium. Whether the benefits are **Contributory** or **Non-Contributory** is stated in the Schedule.

Physician means a person who is:

1. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
2. licensed to practice in the jurisdiction where care is being given;
3. practicing within the scope of that license; and
4. not related to **You** by blood or marriage.

Plan means the coverages and/or benefits selected in the Schedule.

Policy means the Blanket Accident Insurance Policy issued to the **Policyholder**.

Policyholder means the entity named as such in the Schedule.

Spouse means **Your** legally married **Spouse**.

We, Us, and Our means Zurich American Insurance Company or **Our** authorized representative.

You or Your means the **Insured** to whom a **Certificate** is issued.

SECTION IV – GENERAL EXCLUSIONS

A loss will not be a **Covered Loss** if it is caused by, contributed to, or results from:

1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury including, but not limited to, any attempt to restrict the flow of oxygen to the brain for purposes of auto-eroticism or auto-erotic asphyxiation.
2. war or any act of war, whether declared or undeclared.
3. involvement in any type of active military service. For purposes of this exclusion, orders to active military service for sixty (60) days or less will not be considered involvement in active military service.
4. illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for **Accidental** ingestion of contaminated foods.
5. participation in the commission or attempted commission of any felony, an assault, insurrection or riot.
6. being intoxicated while operating a motor vehicle.
 - a. An **Insured** will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be intoxicated, if operating a motor vehicle.

- b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the **Insured's** intoxication.
7. being under the influence of any prescription drug, controlled substance, or hallucinogen, unless such prescription drug, controlled substance, or hallucinogen was prescribed by a **Physician** and taken in accordance with the prescribed dosage.
8. travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.
9. participation in any team sport or any other athletic activity unless mentioned in the **Covered Activities**.
10. any condition for which the **Insured** is paid benefits under any Workers' Compensation Act, No Fault Auto Coverage or similar law.

SECTION V – GENERAL LIMITATIONS

Benefits are payable only for **Covered Losses** incurred as a result of participation in **Covered Activities**.

LIMITATION ON MULTIPLE COVERED LOSSES: If **You** suffer more than one **Covered Loss** as a result of the same **Accident**, **We** will pay only one benefit, the largest benefit.

LIMITATION ON MULTIPLE COVERED ACTIVITIES: If **You** suffer a **Covered Loss** while participating in more than one **Covered Activity**, **We** will pay only one benefit, the largest benefit unless there is a specific written exception in the **Policy**.

LIMITATION ON MULTIPLE BENEFITS: If **You** can recover benefits under more than one of the Benefits stated in the Schedule, as a result of the same **Accident**, **We** will pay only one benefit, the largest benefit.

LIMITATION ON MULTIPLE COVERED POLICIES: If **You** can recover benefits under more than one accident policy written by Zurich American Insurance Company, **We** will pay under only one policy, the policy which offers **You** the largest benefit.

SECTION VI – PREMIUMS

- A. **PREMIUMS:** Premiums are due and payable to **Us** at the rates and in the manner described in the Schedule.
- B. **GRACE PERIOD:** Premiums are due for the **Policy** on or before the premium due date or renewal date, whichever applies. If a renewal premium is not paid when it is due, there is a thirty-one (31) day Grace Period (the "Grace Period") to pay. During the Grace Period, the **Policy** will stay in force. There will not be a Grace Period if **We** have given notice, at least forty-five (45) days in advance, that **We** are going to terminate the **Policy**.

SECTION VII - TERMINATION OF INSURANCE

A. POLICY RENEWAL AND TERMINATION:

RENEWAL: The **Policy** will automatically renew for an additional twelve-month (12) period unless either party expresses its intent to terminate as specified herein.

TERMINATION BY POLICYHOLDER: The **Policyholder** may terminate the **Policy** by delivering to **Us** a written notice to end the **Policy** in advance of such termination. **We** will calculate and return the unearned premium, if any, using a standard short rate table. The **Policyholder** will send **Us** any additional amounts owed, if any, between the **Policy's** paid to date and the official date of termination.

TERMINATION BY US: **We** may terminate the **Policy** by giving the **Policyholder** at least forty-five (45) days notice of **Our** intent to terminate. Such notice will state the exact date the **Policy** will terminate. **We** will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

We may also, at any time, end the **Policy** for non-payment of premium on any premium due date if the payment is not received prior to the end of the Grace Period. **We** will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

Termination will be without prejudice to any claim which commenced prior to the effective date of termination.

SECTION VIII - HOW TO FILE A CLAIM

- A. **NOTICE:** **You** or **Your** beneficiary, or someone on **Your** behalf, must give **Us** written notice of the **Covered Loss** within ninety (90) days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name **You** and the Policy Number. To request a claim form, **You** or **Your** beneficiary, or someone on **Your** behalf may contact **Us** at 1-877-287-4805. The notice must be sent to the address shown on the Schedule, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.
- B. **CLAIM FORMS:** **We** will send the claimant Proof of Covered Loss forms within fifteen (15) days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in fifteen (15) days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. **PROOF OF COVERED LOSS:** Written Proof of Covered Loss, acceptable to **Us**, must be sent within ninety (90) days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.

SECTION IX - PAYMENT OF CLAIMS

- A. **TIME OF PAYMENT:** **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, immediately upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, which remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- B. **WHO WE WILL PAY:**
1. **LOSS OF YOUR LIFE:** **Covered Losses** resulting from **Your** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as **You**, **We** will pay the benefit to **Your** survivors in the following order:
 - a. **Your Spouse** or **Domestic Partner**;
 - b. **Your** child(ren);
 - c. **Your** parents;
 - d. **Your** brothers and sisters;
 - e. **Your** estate.
 2. **ALL OTHER CLAIMS:** Benefits are to be paid to **You**. **You** may direct in writing that all, or part of the Accident Excess Integrated Medical Expense Benefit if applicable, will be paid directly to the party who furnished the service. The direction may be changed by **You** at any time up to the filing of the Proof of Covered Loss.
 3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (1) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (2) if no such bank account is established or maintained, **We** will pay the benefits to the **Policyholder** on behalf of the **Foreign National**. It will then be the responsibility of the **Policyholder** to remit the benefit to such **Foreign National**. Payment of the benefit to the **Policyholder** will release **Us** from any further liability to the **Foreign National**. If the **Policyholder** does not remit the payment to the **Foreign National**, the **Policyholder** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. The **Policyholder** will not be considered the beneficiary under the **Policy** if payment is made to the **Policyholder** in accordance with this provision.
 4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

SECTION X - GENERAL POLICY CONDITIONS

- A. **BENEFICIARIES:** **You** have the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, **You** may change the beneficiary at any time unless he or she has assigned the interest in the **Policy**. In such case, the person to whom **You** have assigned the interest in the **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.

- B. CHANGE OR WAIVER: A change or waiver of any terms or conditions of the **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** terms or conditions. A failure to exercise any of **Our** rights under the **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. CLERICAL ERROR: A clerical error or omission will not increase or continue **Your** coverage, which otherwise would not be in force. If **You** apply for insurance for which **You** are not eligible, **We** will only be liable for any premiums paid to **Us**.
- D.. SUIT AGAINST US: No action on the **Policy** may be brought until sixty (60) days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within five (5) years of the date the written Proof of Covered Loss was required to be submitted. If the **Insured** chooses to have their dispute settled by binding arbitration, binding arbitration will supersede this provision.
- E. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine **You** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- F. CHOICE OF SERVICE PROVIDER: **You** have the sole right to choose **Your** duly licensed **Physician** and hospital.
- G. ARBITRATION: Any contest to a claim denial under the **Policy** may be settled by binding arbitration at the **Insured's** option. Arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to **You**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. Agreement to binding arbitration bars the institution of a lawsuit by the **Insured**.
- H. TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, statements made by the **Policyholder** or **You** are deemed representations and not warranties. No such statement will cause **Us** to deny or reduce the benefits due under the **Policy** or be used as a defense of a claim, unless it is contained in a signed written application. After two years from the date coverage starts no such statement (except age) will cause the **Policy** to be contested.

SECTION XI – BENEFITS

ACCIDENTAL DEATH BENEFIT

If **You** suffer a loss of life as a result of a **Covered Injury**, **We** will pay the applicable amount shown in the Schedule. The death must occur within 365 days of the **Covered Injury**.

ACCIDENTAL DISMEMBERMENT BENEFIT

If a **Covered Injury** to **You** results in any of the following **Covered Losses**, **We** will pay the percentage shown below. The **Covered Loss** must occur within 365 days of the **Covered Accident**.

The benefit amount is based on the maximum amount shown in the Schedule for the person suffering the **Covered Loss**.

Covered Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
Speech or Hearing	50%
One Hand; One Foot; or Sight of One Eye	50%
Thumb and Index Finger of the same Hand	25%
Hearing in One Ear	25%

For purposes of this Benefit, DEFINITIONS is amended to include the following:

Covered Loss means:

1. For a foot or hand, actual severance through or above the ankle or wrist joint;
2. For thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits;
3. Total and permanent loss of sight;
4. Total and permanent loss of speech; or
5. Total and permanent loss of hearing.

EXPOSURE AND DISAPPEARANCE BENEFIT

If **You** are exposed to weather because of an **Accident** and this results in a **Covered Loss**, **We** will pay the applicable amount shown in the Schedule subject to all **Policy** terms.

If the conveyance in which **You** are riding disappears, is wrecked, or sinks, and **You** are not found within 365 days of the event, **We** will presume that **You** lost **Your** life as a result of injury. If travel in such conveyance was covered under the terms of the **Policy**, **We** will pay the applicable amount shown in the Schedule, subject to all **Policy** terms. **We** have the right to recover the benefit if **We** find that **You** survived the event.

Catastrophe Cash Benefit



Zurich American Insurance Company
1400 American Lane
Schaumburg, Illinois 60196

THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy**:

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss** within 365 days of a **Covered Accident** that results in **Paralysis, Coma** or **Brain Death**, **We** will pay a benefit as described below, provided that the **Paralysis, Coma** or **Brain Death**:

1. satisfies the **Benefit Waiting Period**;
2. must be determined by a **Physician** to be permanent and irreversible at the end of that **Benefit Waiting Period**; and
3. must result in **Disability**.

This benefit is payable based on the following table.

CAUSE OF DISABILITY	PERCENTAGE OF MAXIMUM AMOUNT(S)
Coma	100%
Paralysis of Two or More Limbs (Upper and/or Lower)	100%
Brain Death	100%
Paralysis of One Limb (Upper or Lower)	50%
Paralysis of One or More Other Parts of the Body	See below

NOTE: If the **Insured's Paralysis** is a part of the body other than a **Limb**, the percentage of the Maximum Amount used to determine the benefit payable will be adjusted in proportion to the comparable extent of **Paralysis** of the listed parts of the **Insured's** body.

If an **Insured** suffers more than one **Disability** as a result of the same **Accident**, only the largest PERCENTAGE OF MAXIMUM AMOUNT(S), will be used to determine the benefit payable.

The benefit payable is:

INITIAL LUMP SUM THEN MONTHLY:

The initial lump sum amount contained in the Schedule based on the PERCENTAGE OF MAXIMUM AMOUNT(S), payable after the **Benefit Waiting Period**, followed by a monthly benefit stated in the Schedule, starting one month after the end of the **Benefit Waiting Period**. The monthly benefit is payable monthly as long as an **Insured** remains continuously **Disabled** due to the **Paralysis, Coma** or **Brain Death**, but ceases on the earlie(r/st) of:

1. the date the **Insured** dies;
2. the date the **Insured** is no longer **Disabled** due to the **Paralysis, Coma** or **Brain Death**; or
3. the date monthly benefits have been paid for the maximum number of months shown in the Schedule for all **Disabilities** cause by the same **Accident**.

If the **Insured** returns to any occupation for which he or she is qualified by reason of education, experience or training on a full or part-time basis, or engages in any of the usual activities of a person of like age and sex in comparable health, he or she may return to **Disability** status if:

1. the **Insured** has not been engaging in such activities for longer than thirty (30) days; and

2. the attending **Physician** certifies a return to **Disability** status due to the same **Paralysis, Coma** or **Brain Death** which caused the original **Disability**.

We reserve the right, at the end of the **Benefit Waiting Period** (and as often as it may reasonably require thereafter) to determine, on the basis of all the facts and circumstances, that the **Insured** is **Disabled** due to the **Paralysis, Coma** or **Brain Death**, including, but not limited to, requiring an independent medical examination at **Our** expense.

For the purposes of this benefit only, the following DEFINITIONS apply:

Benefit Waiting Period means six (6) consecutive months at the start of a period of **Disability** for which **We** will not pay benefits.

Brain Death means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

Coma means a profound state of unconsciousness from which the **Insured** cannot be aroused to consciousness, even by powerful stimulation, as determined by a **Physician**.

Disabled/Disability means that due to a **Covered Injury**, the **Insured** is unable while under the regular care of a **Physician** to perform the material and substantial duties of the occupation for which he or she is qualified by reason of education, experience or training. However, with respect to an **Insured** for whom an occupational definition of **Disabled/Disability** is not appropriate, **Disabled/Disability** means that the **Insured** is unable, while under the regular care of a **Physician**, to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the **Insured** immediately prior to the **Accident**. Periods of **Disability** separated by less than thirty (30) consecutive days will be considered one period of **Disability** resulting from the same **Covered Injury**, unless due to separate and unrelated causes.

Paralysis means the complete loss of function in a part of the body as a result of neurological damage, as determined by a **Physician**.

This Catastrophe Cash benefit is subject to the limitations in Section V General Limitations of the **Policy**.

Except for the above, this rider does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Effective Date: July 1, 2016 Attached to and forming a part of **Policy** No. MCB 5465766

Signed by: Nancy D. Mueller
Authorized Representative

Date: July 1, 2016

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your **Policy** or claim number ready):

Zurich in North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm CT)
Email: info.source@zurichna.com



ZURICH

Accident Excess Integrated Medical Expense Benefit

Zurich American Insurance Company
1400 American Lane
Schaumburg, Illinois 60196

THIS RIDER CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

THIS RIDER CONTAINS DEDUCTIBLES.

EXCESS INSURANCE

This rider modifies insurance provided under the Blanket Accident Insurance Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy**:

Benefit	Maximum Benefit per Insured per Covered Accident	Deductible per Insured per Covered Accident	Our share of Usual and Customary expenses per Insured per Covered Accident
Accident Medical	\$6,000,000	\$25,000 (deductible must be met within the first 2 years of the covered injury)	100%

We will pay **Our** share of the **Usual and Customary** expenses for **Medically Necessary Covered Medical Service(s)** incurred by the **Insured** resulting from a **Covered Accident** while participating in a **Covered Activity**, up to the Maximum Benefit shown on the Schedule. Coverage is provided in excess of the deductible shown in the above Accident Medical Expense Schedule provided that:

1. the first treatment or service occurs within ninety (90) days of the **Covered Injury**; and
2. the medical expenses are incurred within ten (10) years of the **Covered Injury**.

For this benefit only, the following definitions apply:

Covered Medical Service(s) means any of the following services:

1. **Hospital** room and board expenses: the daily room rate when an **Insured** is **Hospital Confined** and general nursing care is provided and charged for by the **Hospital**. In computing the expenses payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary **Hospital** expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when **Hospital Confined**.
3. Medical emergency care (room and supplies) expenses incurred within twenty-four (24) hours of an **Accident** and including the attending **Physician's** charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. **Physician** non-surgical treatment/examination expenses (excluding medicines) including the **Physician's** initial visit, each necessary follow-up visit and consultation visits when referred by the attending physician.
7. **Physician's** surgical expenses: If a **Covered Injury** requires multiple surgical procedures during the same operative session through the same or different incision, **We** will pay only one benefit, the largest of the procedures performed.
8. Assistant physician expenses when **Medically Necessary**.

9. The services of a registered nurse when **Medically Necessary** (the nurse cannot be a member of the **Insured's** immediate family).
10. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
11. Outpatient laboratory test expenses.
12. Physiotherapy expenses on an inpatient or outpatient basis limited to one (1) visit per day to a maximum of twelve (12) visits. Expenses include treatment and office visits connected with such treatment when prescribed by a **Physician**, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
13. X-ray expenses (including reading charges) but not for dental X-rays unless **Medically Necessary** to evaluate a **Covered Injury**.
14. Radiological procedures.
15. Diagnostic imaging expenses including Magnetic Resonance Imaging (MRI) and Computed Axial Tomography (CAT) Scan.
16. Ambulance expenses for transportation from the emergency site to the **Hospital**.
17. Rehabilitative braces or appliances prescribed by a **Physician**. It must be durable medical equipment that:
 - a. is primarily and customarily used to serve a medical purpose;
 - b. can withstand repeated use; and
 - c. generally is not useful to a person in the absence of Injury.
 No benefits will be paid for rental charges in excess of the purchase price.
18. Prescription drug expenses, for **Covered Injuries**, prescribed by a **Physician** and administered on an outpatient basis.
19. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for an **Insured**. **We** will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
20. Expenses for blood and blood transfusions; oxygen and its administration.
21. Treatment that would have been covered on an inpatient basis will also be covered when provided in a non-hospital setting when provided as an alternative to inpatient Hospital treatment.

Custodial Services means non-medical care, including, but not limited to, services:

1. related to watching or protecting the **Insured**;
2. related to performing, or assisting the **Insured** in performing any activities of daily living such as: walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods, or taking medications that can usually be self-administered; and
3. that are not required to be performed by trained or skilled medical personnel.

Hospital means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place of rest, custodial care, or for the aged;
3. a clinic; or
4. a place for the treatment of mental illness, alcoholism or substance abuse.

However, a place for the treatment of mental illness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

1. part of the institution that meets the above requirements; and
2. listed in the American Hospital Association Guide as a general **Hospital**.

Hospital Confined means admission to a **Hospital** as an inpatient for at least 24 consecutive hours by a **Physician**. A **Hospital** stay that does not result in charges to the **Insured** is not a hospital confinement under this rider unless there is no charge because the **Hospital** is a United States government facility.

In Force Policy means any multiple group, group-type, family or individual health care policy covering the **Insured** and in effect at the time of the **Covered Injury**, or subsequently thereafter, other than the **Policy** to which this rider is attached.

Medically Necessary means that the medical service or treatment:

1. is essential for the diagnosis, treatment or care of the **Covered Injury** for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and
3. is ordered by a **Physician**.

Medical Repatriation means transporting an **Insured** back to his or her principal residence or to the country where he or she was assigned. Such repatriation shall only result from the **Insured** being injured during a **Covered Activity**.

Pre-existing Condition means a condition for which symptoms existed within six (6) months prior to the later of the rider's effective date or the effective date of any rider reinstatement. If the **Insured** is diagnosed with a condition for which benefits are payable under this **Policy** within the first twelve (12) months after the rider's effective date or the effective date of any rider reinstatement, that is determined by **Our Physician** at **Our** expense to be a **Preexisting Condition**, no benefit is payable for the condition.

Usual and Customary Expense(s) means an amount(s) that: (1) does not exceed the usual cost for similar treatment, services or supplies in the locality in which it is incurred; or for a **Hospital** room and board charge other than for stay in an intensive care unit, does not exceed the **Hospital's** most common charge for semi-private room and board or the fee set by the workers' compensation insurance fee schedule, if applicable; and (2) does not include charges that would not have been made if no insurance existed and (3) does not exceed the cost of a generic drug, if available. **We** will only pay up to seventy-five percent (75%) of a non-generic drug if a generic drug is available.

EXCLUSIONS:

In addition to the General Exclusions stated in the **Policy**, **We** will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless **Medically Necessary** for the treatment of the **Covered Injury**.
2. Any medical expenses related to pregnancy unless **Medically Necessary** for the treatment of the **Covered Injury**.
3. **Covered Injury** for which the **Insured** is paid benefits under Workers Compensation Benefits, Employer Liability Law, or any statutory mandated coverage.
4. Personal comfort or convenience items, such as but not limited to **Hospital** telephone charges, television rental, or guest meals.
5. Treatment by any immediate family member or member of the **Insured's** household.
6. Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless **Medically Necessary** for the treatment of the **Covered Injury**.
7. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless **Medically Necessary** for the treatment of the **Covered Injury**.
8. Routine physical examinations and related medical services.
9. Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.
10. Expenses which the **Insured** is not legally obligated to pay.

11. Expenses for **Custodial Services** or services provided by a private duty nurse unless such expenses are incurred as a result of a **Covered Injury**.
12. Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the **Covered Injury** has caused further impairment of the underlying bodily condition.
13. Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a **Covered Injury**.
14. Treatment for osteochondritis due to overuse and occurring during periods of rapid growth, including but not limited to Osgood-Schlatter Disease.

EXCESS INTEGRATED

The benefit amount for this benefit is payable in excess of any **In Force Policy** and its applicable deductible. In the event and only in the event of the reduction or exhaustion of the limit of insurance of the **In Force Policy** solely as the result of actual payment of benefits covered thereunder, this **Policy** shall pay excess of the reduced limit of insurance of the **In Force Policy** and its applicable deductible. This **Policy** shall only pay pursuant to the terms and conditions of this **Policy** and no other policy.

We will pay the **Usual and Customary** amount, reduced by the payment by any other insurance plan. This **Policy** will recognize payment by any other insurance plan as reducing or satisfying the deductible amount of this **Policy**. In no event will **We** pay more than the maximum amount stated in this rider.

If no **In Force Policy** exists, this **Policy** will pay benefits on a primary basis and a deductible of \$25,000 will apply to such benefit.

SUBROGATION

We have the right to recover from any third party all payments including future payments, which **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any Third Party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**.

Except for the above, this rider does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Effective Date: July 1, 2016 Attached to and forming a part of **Policy** No. MCB 5465766

Signed by: Nancy D. Mueller
 Authorized Representative

Date: July 1, 2016

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your **Policy** or claim number ready):

Zurich in North America
 Customer Inquiry Center
 1400 American Lane
 Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm CT)
Email: info.source@zurichna.com

Heart Failure Benefit



Zurich American Insurance Company
1400 American Lane
Schaumburg, Illinois 60196

THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy**:

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss** as a result of a **Covered Accident**, which is a result of a **Heart Failure**, **We** will pay an additional amount shown in the Schedule. The **Heart Failure** must occur within twenty-six (26) weeks of the **Covered Accident**.

For the purposes of this benefit only, the following DEFINITION applies:

Heart Failure means death because the heart ceases to beat due to failure of the heart to maintain adequate circulation of blood provoked by participation in a **Covered Activity**.

Except for the above, this rider does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Effective Date: July 1, 2016 Attached to and forming a part of **Policy** No. MCB 5465766

Signed by: *Nancy D. Mueller*
Authorized Representative

Date: July 1, 2016

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

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Schaumburg, Illinois 60196-1056
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Email: info.source@zurichna.com

Seat Belt/Air Bag Benefit



ZURICH[®]

Zurich American Insurance Company
1400 American Lane
Schaumburg, Illinois 60196

THIS RIDER CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy/Certificate.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy/Certificate**:

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss**, which is payable under the Accidental Death and Accidental Dismemberment Benefit, and the **Covered Injury** which caused the **Accidental** death directly resulted from a motor vehicle **Covered Accident**, **We** will pay an additional Seat Belt Benefit, which equals the amount shown on the Schedule, provided that the **Insured** was:

1. operating or riding as a passenger in any private passenger motor vehicle designed for use primarily on public roads; and
2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the **Covered Injury**.

Verification of the **Insured's** actual use of the seat belt or lap and shoulder restraints is required as follows:

1. in the official law enforcement report of the motor vehicle **Covered Accident**, through certification by the investigating officers; or
2. by other reasonable proof, acceptable to **Us**.

An additional Air Bag Benefit equal to the amount shown on the Schedule, will be paid if the **Insured** was driving a private passenger motor vehicle with a manufacturer equipped driver-side air bag or riding as a passenger in a private passenger motor vehicle with a manufacturer equipped passenger-side air bag, provided the **Insured's** seat belt or lap and shoulder restraint was properly fastened at the time of the motor vehicle **Covered Accident**. The proper functioning and/or deployment of the air bag must be certified in the official law enforcement report of the motor vehicle **Covered Accident**, through certification by the investigating officers or by other reasonable proof, acceptable to **Us**.

We will not pay a Seat Belt or Air Bag Benefit to the **Insured** that was driving either:

1. under the influence of alcohol:
 - a. An **Insured** will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the motor vehicle **Covered Accident** occurred;
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the driver's intoxication; or
2. under the influence of any prescription drug, controlled substance, or hallucinogen, unless such prescription drug, controlled substance, or hallucinogen was prescribed by a **Physician** and taken in accordance with the prescribed dosage.

This rider is subject to the limitations in Section V General Limitations of the **Policy/Certificate**.

Except for the above, this rider does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Effective Date: July 1, 2016 Attached to and forming a part of **Policy** No. MCB 5465766

Signed by: *Nancy D. Mueller*
Authorized Representative

Date: July 1, 2016

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Email: info.source@zurichna.com

SANCTIONS EXCLUSION ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such coverage, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Privacy Notice

We Take Important Steps to Protect the Personal Information We Collect About You

Dear Customer:

rev October 2011

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.
What types of Information do we collect?	The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include: <ul data-bbox="375 1171 1484 1457" style="list-style-type: none">• Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;• Information about your transactions with the Company and its affiliates;• Information about your claims history;• Data from insurance support organizations, government agencies, insurance information sharing bureaus;• Property information and similar data about you or your property; and• Information we receive from a consumer reporting agency, such as a credit report. When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.
What do we do with the nonpublic personal information we collect?	WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING).

Reasons we may share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing? For residents of Vermont: Do you have the right to opt in to allow this sharing?
For our everyday business purposes – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus	Yes	No
For our marketing purposes or for joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – creditworthiness	No	No
For our affiliates to market to you	Yes	No
For non-affiliates to market to you	No	We don't share

Collecting and safeguarding information	
How often does the Company notify me about their practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision.
Why and how does the Company collect my nonpublic personal information?	<p>We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:</p> <ul style="list-style-type: none"> • Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income. • Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc. • Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance. <p>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</p>
What nonpublic personal information does the Company disclose?	We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?".

How does the Company safeguard my nonpublic personal information?	Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.
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FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, NORTH DAKOTA, OHIO OR VIRGINIA:

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

FOR HEALTH INSURANCE POLICIES ISSUED IN NEVADA:

If you wish to make a complaint or an inquiry concerning your health insurance policy, you may contact the Nevada Department of Business and Industry, Division of Insurance by calling (toll-free) (888) 872-3234. The hours of operation of the Division are Monday through Friday from 8 a.m. until 5 p.m., Pacific Standard Time.

Key words and phrases	TERMS YOU SHOULD KNOW
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Definitions	
Everyday business purposes	<p>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</p> <ul style="list-style-type: none"> • Processing transactions, mailing and auditing services • Administering insurance coverage, product, services or claims • Providing information to credit bureaus • Protecting against fraud • Responding to court/governmental orders or subpoenas and legal investigations • Responding to insurance regulatory authorities
Affiliates	<p>Financial or nonfinancial companies related by common ownership or control.</p> <ul style="list-style-type: none"> • <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i>

Non-affiliates	Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services. <ul style="list-style-type: none"> • <i>Company does not share information with non-affiliates to market to you.</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Company does not jointly market.</i>

Changes to this Privacy Notice; contact us	<p>We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.</p> <p>If you have any questions about your contract with us, you should contact your agent.</p> <p>If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.</p>
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This Privacy Notice is sent on behalf of the following affiliated companies:

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Assurance Company of America, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Northern Insurance Company of New York, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company"). This Privacy Notice applies to insurance products underwritten by or administered by the Company.

ATTACHMENT O

Statement of “No Response”

ATTACHMENT O, 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: _____