



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 CATHERINE COKER, DIRECTOR

www.browardschools.com

SCHOOL BOARD

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Superintendent of Schools

March 30, 2016

ADDENDUM NO. 2 RFP 17-010V

GROUP DENTAL INSURANCE AND GROUP VISION INSURANCE FOR SCHOOL BOARD EMPLOYEES

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

INSERT: Guarantee Form (Attachment V)

This form is provided to you in Microsoft Word on Demandstar.

DELETE: Page 15 of 27 Pages

DELETE: Page 16 of 27 Pages

DELETE: Page 6 of 27 Pages

INSERT: Page 15 of 27 Pages – REVISED –

INSERT: Page 16 of 27 Pages – REVISED -

INSERT: Page 6 of 27 Pages – REVISED -

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP No. 17-010V, Proposer certifies acceptance of this Addendum.

Sincerely,

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

GUARANTEE FORM

GUARANTEE

WHEREAS, _____ ("Awardee") was successfully awarded a contract with The School Board of Broward County, Florida pursuant to RFP 17-010V – Group Dental Insurance and Group Vision Insurance for School Board Employees ("RFP"); and

WHEREAS, Awardee met the Minimum Eligibility requirements set forth in Section 4.2.3 of the RFP based on the AM Best ratings of _____ ("Guarantor"), which is Awardee's [parent company / affiliate company]; and

WHEREAS, Awardee and SBBC entered into an Agreement pursuant to the RFP; and

WHEREAS, Section 4.2.5 of the RFP requires Guarantor to Guarantee Awardee's fulfillment and performance of the conditions of the Agreement.

NOW THEREFORE, Guarantor:

1. Irrevocably and unconditionally guarantees the fulfillment and performance of the terms and conditions of the Agreement.
2. Agrees that SBBC can treat both Guarantor and Awardee as jointly and severally responsible for the fulfillment and performance of the terms and conditions of the Agreement.
3. Agrees, that to the fullest extent permitted by applicable law, this Guarantee shall become effective on the effective date of the Agreement, and remain in full force and effect throughout the term of the Agreement, including any renewal periods and extensions provided for herein, and shall not be released, discharged, or in any way affected by:
 - (a) any voluntary or involuntary bankruptcy, insolvency, reorganization, or similar arrangement of the Guarantor;
 - (b) any merger or consolidation of the Guarantor or with any other corporation, or any sale, lease or transfer of any assets to Guarantor to any other person; or
 - (c) any change in the ownership of Awardee that affects the affiliation with Guarantor subsequent to the execution of the Agreement.
4. Agrees that the Guarantee shall be governed by and construed in accordance with the laws of the State of Florida.
5. Agrees that the provisions of this Guarantee are severable, so that in the event any provision or clause of this Guarantee conflicts with the applicable law, such conflict shall not affect other provisions of this Guarantee which do not conflict with applicable law.

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be signed in the name of and on behalf of the Guarantor by its authorized representative on this _____ day of _____, 2016.

By: _____

Print Name: _____

Signature: _____

Title: _____

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

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

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

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

<u>M/WBE Information:</u> Proposer will be evaluated and points awarded based on the evaluation criterion 4.11.1, 4.11.2 and 4.11.3 depending on the information submitted by the Proposer.		Maximum Points
4.11.1	Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment T3 , M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See Attachment T3). 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 Proposers M/WBE goal attainment or the Award of points.	6
4.11.2	Proposer shall provide staff diversity information by completing and submitting Attachment T2 , Employment Diversity Statistics.	2
4.11.3	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	2
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 T1) 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

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

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services	30
C. Cost of Services	30
D. Supplier Diversity & Outreach Program	<u>10</u>
• M/WBE Participation – 6	
• Employment Diversity Statistics – 2	
• Minority Community Outreach - 2	
TOTAL	100

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 and may recommend the rejection of any or all proposals. 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.
- 5.3 If the Committee's evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Procurement & Warehousing Services or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.
- 5.4 Based 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 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.

3.0 CALANDAR

March 11, 2016	Release of RFP 17-010V
March 18, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services
April 15, 2016	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351- 6704*
<u>May 20, 2016</u>	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 9:00 a.m.: TSSC Annex – Former Bank of America 7770 W. Oakland Park Blvd Sunrise, Florida 33301*
<u>May 25, 2016</u>	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 Director, EEO/ADA 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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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ROBERT W. RUNCIE
Superintendent of Schools

March 24, 2016

ADDENDUM NO. 1 RFP 17-010V

GROUP DENTAL INSURANCE AND GROUP VISION INSURANCE FOR SCHOOL BOARD EMPLOYEES

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 No. 17-010V, Proposer certifies acceptance of this Addendum.

Sincerely,

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

➤ **QUESTION #1:**

Please provide claims/utilization data including enrollment by carrier and by product. We need at least 12 months however, 24 months would be preferred.

ANSWER TO QUESTION #1:

Please refer to Attachments F and G of the RFP.

➤ **QUESTION #2:**

Please provide current Dental and Vision enrollment by carrier and by plan.

- | | | |
|-------------|--------------|-----------------|
| • Safeguard | DHMO basic | DHMO enhanced |
| • Metlife | DPPO basic | DPPO enhanced |
| • Solstice | Vision Basic | Vision enhanced |

ANSWER TO QUESTION #2:

Attachment E – Census (Includes Active Employees, COBRA & Retirees), provides current enrollment by Plan (includes carrier name), and Plan Option (Basic and Enhanced plans for DHMO, PPO, and Vision).

➤ **QUESTION #3:**

Please clarify how many copies of the CD and how many copies of the binder is needed.

ANSWER TO QUESTION #3:

Please refer to Section 1.0 – Require Response Form, which states in part in paragraph #2, "One complete, original hard-copy Proposal (clearly marked as such), and two complete, original electronic versions (all clearly marked as "original") will constitute the original governing documents.... and 25 binded copies."

➤ **QUESTION #4:**

Is there a certain percentage of the administrative spend that is required to spend with a diverse suppliers? If so, what is that percentage?

ANSWER TO QUESTION #4:

No.

➤ **QUESTION #5:**

Please provide Davis/Solstice Vision 2013 and 2014 Premium, Lives and Claims broken out by Basic and Enhanced plan designs.

ANSWER TO QUESTION #5:

Please refer to Attachment G – Vision Claims Experience of the RFP.

➤ **QUESTION #6:**

Please provide Davis/Solstice Lives by Tier broken out by Basic and Enhanced plan designs within the Vision Experience data.

ANSWER TO QUESTION #6:

The claims experience report confirms subscribers and members count with premiums and claims data. Solstice/Davis Vision does not have the capability to run the report showing the tier breakout.

➤ **QUESTION #7:**

Please provide Humana's current and historic vision rates.

ANSWER TO QUESTION #7:

Humana's Current and Historic Vision Rates for period January 1, 2012 to Current are listed below:

2016

	<u>Basic</u>	<u>Enhanced</u>
Employee Only:	\$ 3.32	\$ 4.78
Employee + One:	\$ 7.34	\$10.56
Employee + Family:	\$12.54	\$18.10

2015

	<u>Basic</u>	<u>Enhanced</u>
Employee Only:	\$ 3.32	\$ 4.56
Employee + One:	\$ 7.34	\$10.06
Employee + Family:	\$12.54	\$17.24

2012 - 2014

	<u>Basic</u>	<u>Enhanced</u>
Employee Only:	\$ 3.32	\$ 4.56
Employee + One:	\$ 7.34	\$10.06
Employee + Family:	\$12.54	\$17.24

➤ **QUESTION #8:**

Please provide Humana's 2015 and 2016 dental rates.

ANSWER TO QUESTION #8:

Humana's 2015 and 2016 dental rates are listed below:

2016

	<u>DHMO Basic</u>	<u>DHMO Enhanced</u>	<u>PPO Basic</u>	<u>PPO Enhanced</u>
Employee Only:	\$ 8.76	\$10.34	\$30.60	\$36.30
Employee + One:	\$15.16	\$18.80	\$55.38	\$69.56
Employee + Family:	\$20.32	\$25.30	\$82.86	\$108.82

2015

	<u>DHMO Basic</u>	<u>DHMO Enhanced</u>	<u>PPO Basic</u>	<u>PPO Enhanced</u>
Employee Only:	\$ 8.76	\$10.34	\$30.60	\$35.36
Employee + One:	\$15.16	\$18.80	\$55.38	\$67.74
Employee + Family:	\$20.32	\$25.30	\$82.86	\$105.96

➤ **QUESTION #9:**

Please confirm that the RFP includes funding for only one full-time SBBC employee who will provide administrative/clerical support to both the Dental and Vision plans. (Not one employee for Dental and another employee for Vision.)

ANSWER TO QUESTION #9:

Confirmed.

➤ **QUESTION #10:**

As noted in Florida Administrative Code (FAC) Rule 690-149-005 14(b) of the State of Florida Insurance regulations, insurers are prohibited from offering a rate guarantee on Group Dental and Vision plans that exceeds 24 months (2 years). As such, carriers would be prohibited from offering a rate guarantee for the requested three years. Has the School Board of Broward County received guidance or an exemption that would allow carriers to offer a three-year rate guarantee? Alternatively, would the School Board count an offering which included a third year based on a TLR or some other means towards meeting the three year rate guarantee?

ANSWER TO QUESTION #10:

SBBC is requesting that each proposal contain the maximum guarantee that is possible. If the state does not allow you to offer longer guarantees than 24 months, provide in your RFP response the documentation from the state that they will not allow you to do so in response to this particular RFP.

➤ **QUESTION #11:**

In Attachment A1, Question #7 – may we provide the requested dental provider directory in ONE separate hard copy binder containing only the directory, or must it be included with all 26 hard copies?

ANSWER TO QUESTION #11:

Please refer to Section 1.0 – Require Response Form, which states in part in paragraph #2, "One complete, original hard-copy Proposal (clearly marked as such), and two complete, original electronic versions (all clearly marked as "original") will constitute the original governing documents.... and 25 binded copies."

The 25 copies (**which must be identical to the original Proposal**) may each reference Attachment A1, Question #7 to a separate, usable, electronic version in Microsoft Word 6.0 or higher on CD/diskette and must be included in each of the 25 copies.

➤ **QUESTION #12:**

In Attachment A2, Question #26, may we provide the requested vision provider directory on CD diskette only? If not, may we submit the directory in ONE separate hard copy binder containing only the directory, or must it be included with all 26 hard copies?

ANSWER TO QUESTION #12:

Please refer to Section 1.0 – Require Response Form, which states in part in paragraph #2, "One complete, original hard-copy Proposal (clearly marked as such), and two complete, original electronic versions (all clearly marked as "original") will constitute the original governing documents.... and 25 binded copies."

The 25 copies (which must be identical to the original Proposal) may each reference Attachment A2, Question #26 to a separate, usable, electronic version in Microsoft Word 6.0 or higher on CD/diskette and must be included in each of the 25 copies.

➤ **QUESTION #13:**

In Attachment A2, Question #3, please confirm that the latter portion of the question should read ". . .If no, provide all deviations in Attachment D2."

ANSWER TO QUESTION #13:

Confirmed.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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ROBERT W. RUNCIE
Superintendent of Schools

March 11, 2016

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 17-010V – Group Dental Insurance and Group Vision Insurance for
School Board Employees**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for Group Dental Insurance and Group Vision Insurance for School Board Employees. 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 SBBC 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 this RFP document paying particular attention to the following areas:

• **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See Section 4.7 of the RFP)**

SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.

REQUIRED RESPONSE FORM

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

PROPOSAL SUBMITTAL FORMAT

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

DUE DATE

Proposals are due in the Procurement & Warehousing Services 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 Z, Statement of "No Response"** and return via facsimile to 754-321-0533 or scan and send via e-mail charles.high@browardschools.com. Your response to the Statement of "No Response" is very important to the Procurement & Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at 754-321-0527 or e-mail address stated above.

Sincerely,

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

REQUEST FOR PROPOSALS (RFP)

RFP 17-010V



RFP Release Date: March 11, 2016

Written Questions Due: On or Before 5:00 p.m. ET March 18, 2016
in Procurement & Warehousing Services

Proposals Due:* On or Before 2:00 p.m. ET
April 15, 2016 in Supply Management &
Logistics Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services
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 Director, EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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Attachment T – M/WBE

T1 – Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report

T2 – Employment Diversity Statistics

T3 – Monthly Minority/Women Business Enterprise (M/WBE) Participation Form

T4 – SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007

T5 – M/WBE Vendor List Website

Attachment U – Domestic Partners Policy

Attachment V – Guarantee Letter of Commitment and Guarantee Form-

Attachment W – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

Attachment X – W-9 Form

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Attachment Z – Statement of “No Response”

Attachment AA - Top Utilized Dentists/Providers

REQUEST FOR PROPOSALS (RFP) 17-010V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: March 11, 2016

TITLE: Group Dental Insurance and Group vision Insurance for School Board Employees

This Proposal must be submitted to the **Procurement & Warehousing Services of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET April 15, 2016** and plainly marked **RFP 17-010V**. Proposals received after 2:00 p.m. ET on date due will not be considered.

One complete, original hard-copy Proposal (clearly marked as such), and two complete, original electronic versions (all clearly marked as "original") will constitute the original governing documents. The two electronic versions in Microsoft Word 6.0 or higher on CD/diskette and **25 binded copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 17-010V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services in accordance with the submittal requirements. In the case of any discrepancy between the original Proposal and the copies, the original Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

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

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

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

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

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for Group Dental Insurance and Group Vision Insurance for School Board Employees as described herein.

SBBC is the sixth largest school district in the United States and has approximately 27,500 active, full-time employees and 5,167 dental retirees and 3,894 vision retirees. All full-time employees are eligible to participate in both the dental and vision options including active employees, dependents, COBRA participants, retirees, retirees' dependents, and domestic partners.

SBBC will contract directly with insurance companies and/or Prepaid Limited Health Organizations. SBBC **will not** contract with independent third parties, independent agents or independent third parties acting as agent or broker. All Proposers must comply with all applicable Florida Statutes. SBBC will enter into a separate agreement for each award made to a dental or vision carrier.

Incentives and contribution strategies may be subject to labor/union negotiations.

The plan designs under Attachments D1 and D2 closely mirror SBBC's current dental and vision plans and reflect the richest benefit by ADA Code offered amongst those plans. Attachment D1 consists of the Dental plans and is broken out as D1-A for DHMO Basic and Enhanced plans; D1-B for PPO/Indemnity Basic and Enhanced plans; and D1-C are templates for Alternative DHMO and/or Alternative DPPO/Indemnity Basic and Enhanced. Attachment D2 consists of the Vision plans and is broken out as D2-A for Vision Basic and Enhanced plans; and D2-B are templates for Alternative Vision Basic and Enhanced plans.

Proposer may bid on any combination of such plans. Deviations from suggested plans must be clearly identified in Attachments D1 and D2. Proposer may provide a plan that closely resembles the plans outlined and meets SBBC's objectives of a low cost Basic plan and a comprehensive Enhanced plan. The Proposer may provide:

- Plans that closely resemble the plans outlined in Attachments D1 and D2; and/or
- One alternative plan design using the templates provided in Attachments D1-C and/or D2-B.

At the discretion of the Committee, not more than one additional, alternative plan design will be considered for the Dental Basic Plan, Dental Enhanced Plan, Vision Basic, and Vision Enhanced plan. If the Committee decides to consider an alternate plan design and Proposer provides more than one alternative plan for each Dental Basic and Enhanced plan and Vision Basic and Enhanced plan, only the first alternative plan the Proposer provides in sequential order will be considered.

SBBC reserves the right to negotiate benefit levels and plan deviations each Plan Year, including but not limited to:

- Single/Family Deductibles
- Annual Out-of-Pocket Maximums
- Member Copays
- Eligibility Requirements
- Networks

The Awardee(s) may be requested to work with SBBC in establishing an interface with SBBC's Enterprise Resource Planning systems, which will allow for electronic transfer of data.

2.0 INTRODUCTION AND GENERAL INFORMATION (continued)

The School Board of Broward County, Florida, Supplier Diversity and Outreach Program, works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity and Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for M/WBE participation, the Proposer must provide significant information on the specific certified M/WBE vendors that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each M/WBE vendor will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified M/WBE's, refer to Attachment T5.

Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP.

DENTAL

SBBC currently offers their employees multiple plan options through Humana/CompBenefits, MetLife and Safeguard. Currently, SBBC provides a flat dollar amount of \$10.80 per employee per month for all eligible employees paid for by the Board. If the dental insurance premium exceeds the flat dollar cap per month, the employee is responsible through payroll deductions to pay the difference. SBBC reserves the right to modify funding and billing methodology at any time during the term of the contract. SBBC reserves the right to negotiate the level of coverages at any time during the term of the contract. As of January, 2016, approximately **2,399** employees are participating in the Basic DHMO plans, **11,063** employees are participating in the Enhanced DHMO plans, **2,517** employees are participating in the Basic PPO/Indemnity plans and **9,012** employees are participating in the Enhanced PPO/Indemnity plans through a Section 125 Cafeteria Plan. SBBC would prefer that the Awardee(s) have the capability to issue ID cards to members on an annual basis. Refer to Attachment D1 for the plan designs and Attachment I for the existing certificates of coverage.

SBBC is soliciting proposals for fully-insured group dental insurance plans and any plan proposal should be on a group contract basis. The RFP addresses the current dental plans (Basic/Enhanced DHMO Plans and PPO/Indemnity Plans) offered by Humana/CompBenefits and MetLife/Safeguard. Attachment D1 provides ADA Codes listing the richest benefits offered between the Basic and Enhanced DHMO plans and the PPO/Indemnity plans. Proposer may quote any or all plans for all SBBC employees, COBRA participants and retiree groups. If Proposer provides more than one alternative plan for each Dental Basic and Enhanced plan and Vision Basic and Enhanced plan, only the first alternative plan the Proposer provides in sequential order in the original hard-copy proposal will be considered. However, the Committee may choose not to evaluate alternative plan designs. SBBC reserves the right to contract for one or more plans independently or contract for multiple plans from the same Awardee(s).

In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the plans proposed. Proposers who do not provide the requested information "will" be negatively impacted during the evaluation process.

VISION

SBBC currently offers their employees either a Basic option or an Enhanced option through Humana/CompBenefits and Solstice Benefits, Inc. Currently, SBBC provides vision insurance as a core benefit for all its eligible employees and pays 100 percent of the cost of employee coverage. SBBC reserves the right to modify funding and billing methodology at any time during the term of the contract. Employees can purchase coverage for their dependents, with the full cost of the coverage being paid for by the employee. SBBC requests that you propose the plan designs as outlined in Attachment D2. Additionally, SBBC may wish to increase the benefits within the plan design outlined in Attachment D2. Several key areas under consideration are increasing the allowance for glasses, contact lenses and frames, additional progressive lenses coverage and a LASIK benefit. As of January 2016, approximately **2,353**

2.0 INTRODUCTION AND GENERAL INFORMATION (continued)

employees are participating in the Basic option, **22,814** employees are participating in the Enhanced option through a Section 125 Cafeteria Plan. Refer to Attachment D2 for the plan designs and Attachment J for the existing certificates of coverage.

SBBC is soliciting proposals for fully-insured group vision insurance plans and any plan proposed should be on a group contract basis. The RFP addresses several types of vision plans (Basic Plans and Enhanced Plans) offered by Humana/CompBenefits and Solstice. Attachment D2 provides ADA Codes listing the richest benefits offered between the Basic and Enhanced Vision plans. Proposer may quote any or all plans for all SBBC employees, COBRA participants and retiree groups. If Proposer provides more than one alternative plan for each Dental Basic and Enhanced plan and Vision Basic and Enhanced plan, only the first alternative plan the Proposer provides in sequential order in the original hard-copy proposal will be considered. However, the Committee may choose not to evaluate alternative plan designs. SBBC reserves the right to contract for one or more plans independently or contract for multiple plans from the same Awardee(s).

In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the plans proposed. Proposers who do not provide the requested information "will" be negatively impacted during the evaluation process.

Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP.

2.0 INTRODUCTION AND GENERAL INFORMATION (continued)

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

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services, in writing, **on or before 5:00 p.m. ET March 18, 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 January 1, 2017, or date of award, whichever is later and continuing through December 31, 2019**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation to the Superintendent and subsequent approval by the Board, be extended for two (2) additional one-year periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at a rate change not to exceed the same rates/fees as the previous 12-month period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The Proposer agrees to this condition by signing its Proposal.

- 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 **Price Adjustments:** Prices offered shall remain firm through the first three years of the contract in accordance with **Scope of Services Section 4.6.11 and Attachments B1 and B2**. A request for price adjustment must be submitted in writing at least 270 days prior to the first renewal date of the contract. Notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of the Agreement shall not constitute a valid notice. A written notice of any change in rates or other change in consideration shall be delivered by certified mail to: Director, Benefits & Employment Services, The School Board of Broward County, Florida, 7770 W. Oakland Park Blvd., Sunrise, Florida 33351. If a price increase is approved after the first renewal date, then that price must remain firm for the two remaining years of the contract. SBBC reserves the right to not renew any contract regardless of price considerations.

- 2.6 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 5.0.

3.0 CALENDAR

March 11, 2016	Release of RFP 17-010V
March 18, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services
April 15, 2016	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704*
May 11, 2016	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 9:00 a.m.: TSSC Annex – Former Bank of America 7770 W. Oakland Park Blvd Sunrise, Florida 33301*
May 16, 2016	Posting of Recommendation

*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, EEO/ADA 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 may be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools
Broward County Public Schools
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to:

Director, Benefits & Employment Services
Broward County Public Schools
7770 West Oakland Park Boulevard, 1st Floor
Sunrise, Florida 33351-6704

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

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

- 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. The Proposer is responsible for providing the following information in its response. **There are no points awarded under Section 5.1 for meeting the Minimum Eligibility requirements.**
- 4.2.1 Proposer must agree to the language in Section 7.1, Indemnification.
 - 4.2.2 All Proposers must be licensed in the State of Florida. Provide a copy of your current license and/or certificate that allows Proposer to provide the services proposed.
 - 4.2.3 If Proposer is an insurance carrier, Proposer must be licensed to provide coverages in the State of Florida with an AM Best rating of A- or higher and financial size category of VI or larger. The AM Best requirement may be met directly by the Proposer or, in the alternative, by the parent or affiliated company who maintains the ratings specified in this RFP. If qualifying through its parent or affiliated company, the Proposer must (a) include within its Proposal, a written commitment by such parent or affiliated company using the form attached to this RFP as Attachment V guaranteeing the Proposer's fulfillment and performance of the terms and conditions of the resultant Agreement between SBBC and Proposer
 - 4.2.4 Three (3) years of **independent audited** financial statements **must** be provided if Proposer is an insurance carrier and cannot not comply with 4.2.3 or if Proposer is not an insurance carrier.
 - 4.2.5 The Proposer must also fund a full-time SBBC employee to assist in the administration and clerical duties of the Plan. That funding includes, benefits, office equipment, supplies, travel, and professional dues. The actual cost of \$65,000 per year, will be included in any contract awarded and will be billed on a prorated basis between the Dental and Vision Awardee(s) based on employee participation, as determined by the enrollees on the first month of the first year, then based on the last month of the preceding contract year thereafter that this contract is in effect.
- 4.3 **Experience and Qualifications of the Proposer: Maximum of 30 points**
- 4.3.1 State under what other or former name(s) the Proposer is currently operating under or has operated under.
 - 4.3.2 State whether Proposer's firm(s) is local (Broward, Miami-Dade, or Palm Beach Counties), regional or national.
 - 4.3.3 Give the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior managers and other professional staff employed at that office and the name of each individual in charge.
 - 4.3.4 Complete and return, with your Proposal, **Attachment C** of the RFP.
 - 4.3.5 Complete and return, with your Proposal, **Attachment W** of the RFP.
 - 4.3.6 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 **Addenda:** Proposer has determined that it has received all Addenda released prior to its Proposal submittal. It is the Proposer's responsibility to make sure it has received all Addenda.
- 4.5 **Questionnaire:** Proposer shall complete the questionnaire contained in Attachment A of this RFP. The Questionnaire is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive.

4.6 **Scope of Services Provided: Maximum of 30 Points**

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

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
4.6.1 Provide customer service lines with a 754/954 Area Code for employees, as well as a toll-free line for employees residing outside the 754/954 area code. Within the schools themselves, employees do not have access to dial a 1-800 number; the number must be a 754/954 number.			
4.6.2 Participate and share in the cost of an independent employee satisfaction survey. The cost of the survey will be pro-rated between Awardee(s) and will be based on enrollment. The timing of the surveys will be determined by SBBC, but will not be more than once per year. In 2008, the cost for the dental carriers was \$9,520 and the cost for the vision carrier was \$2,380. In 2015, no survey was conducted.			
4.6.3 Accept SBBC's self-billing statement. The process is as follows: On the summary page of the report, total employee contributions are reflected, as well as the number of employees in each level of coverage (i.e., employee only, employee + 1 or family) for SBBC's portion. An additional report is generated that includes the employee's portion that was payroll deducted in the prior month. SBBC will submit properly completed applications and other forms regarding enrollment changes in a timely manner. Refunds will be made provided written termination is received from SBBC no later than ninety (90) days after the effective date of the change.			
4.6.4 Provide direct billing, premium remittal services, and reporting for retirees, retiree dependents, and employees on leave of absence, and COBRA to SBBC.			
4.6.5 Provide full COBRA and HIPAA administration services.			
4.6.6 Use SBBC Enrollment Form (See Attachment O). The printing cost of the enrollment forms will be pro-rated between the Awardee(s) based on enrollment. In 2015 the total cost was approximately \$257.70.			

4.6 Scope of Services Provided Continued

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
4.6.7 If selected as an Awardee, you will need to participate in open enrollment, health fairs, and share in the cost of the materials for open enrollment. The cost of the materials will be pro-rated between the Awardee(s) based on enrollment. For the 2017 open enrollment period, approximately 25 meetings are planned. The total cost for 2016 open enrollment materials was \$18,176.26 for all carriers.			
4.6.8 Provide a dedicated Account Manager who will have the overall responsibility for managing the client relationship.			
4.6.9 Provide qualified personnel to attend (in person) and participate in meetings.			
4.6.10 Provide dedicated personnel for overall Account Management and Customer Service to SBBC staff. Response times to SBBC staff of one business day or less.			
4.6.11 SBBC requests a minimum rate guarantee period of 36 months, and rate guarantees beyond 36 months are encouraged. If unable to provide the minimum rate guarantee of 36 months and/or additional rate guarantees, please explain reason(s).			
4.6.12 Your Proposal should assume an Effective Date of January 1, 2017.			
4.6.13 If selected as an Awardee, you will be required to provide access to an electronic provider directory file.			
4.6.14 The Benefits Department shall review and approve all communication materials prior to mailing directly to the employee's home, by the Awardee(s). Postage costs are to be paid by the Awardee(s).			

4.6 Scope of Services Provided Continued

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
4.6.15 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). The format and any additions or changes to I.D. cards shall be approved in advance by the Benefits Department.			
4.6.16 Variations in actual enrollment shall have no effect on your rate quotation. Your Proposal shall be valid regardless of the final enrollment mix, number of Awardee(s), number of plan designs or outcome. No underwriting for the currently enrolled members including no minimum participation or minimum enrollment requirements will be accepted.			
4.6.17 The Contract situs will be the State of Florida.			
4.6.18 Actively-at-work provisions shall be waived for all participants.			
4.6.19 There shall be no exclusion provisions for preexisting conditions, except for late entrants in accordance with HIPAA.			
4.6.20 Awardee(s) agree to the SBBC's Business Associate Agreement (see Attachment S).			
4.6.21 Awardee(s) must have systems that support timely resolution of member complaints.			
4.6.22 SBBC's representatives will be given access to review claim payments for timely payment and correctness, as well as allow SBBC the right to an independent semi-annual audit by a third party. The third party shall be selected by SBBC.			
4.6.23 Awardee will provide a toll-free customer service/claim office telephone number that is based within the United States. Hours of operation should be 8:00 am to 8:00 pm EST at a minimum.			

4.6 Scope of Services Provided Continued

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
4.6.24 Awardee(s) will continue to provide services beyond the Agreement termination date, to include but not limited to: Claims adjudication for services incurred prior to the termination date, Transition of Care, Audits, Grievances, Reporting, Customer Service, Reconciliations and Other Services necessary to facilitate transition.			
4.6.25 The Awardee(s) shall agree to supply SBBC with standardized reports, upon request, for both industry data and based on SBBC's specific membership. These reports will include, but will not be limited to member-specific information, member enrollment information and/or utilization reports on a monthly basis.			
4.6.26 Awardee(s) will assist/support and maintain a benefits portion of the Benefits website, at no cost to SBBC. On the SBBC website, the Awardee(s) will be responsible for providing SBBC with a link to the Awardee(s) website that is customized to SBBC employees providing, but not limited to, plan designs and provider directories.			
4.6.27 Awardee agrees to provide a bilingual Customer Service Representatives at no additional cost, if requested by SBBC.			
4.6.28 Awardee agrees to provide an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period, as outlined in Section 2.3 of the RFP.			
4.6.29 Awardee shall agree to accept the terms contained in SBBC's Agreement as outlined in Attachment R. Describe any and all deviations in detail. Note: <u>Section 7.1 Indemnification</u> and Section 4.2, Minimum Eligibility are non-negotiable and any deviations in the indemnification and minimum eligibility language are grounds for rejection of Proposal.			

4.6 Scope of Services Provided Continued

- 4.7** Disclose if any commissions and/or service fees are included in your rate quotation. Specify the amount of the commissions and/or service fees, to whom they may be paid and your reason(s) for including them.
- 4.8** Describe any additional services that Proposer is able to provide with relation to the scope of this RFP.
- 4.9** The current standards and guarantees are contained in Attachment M (Dental) and Attachment N (Vision). SBBC reserves the right to negotiate through the Committee any and all performance standards and guarantees with the Awardee(s).
- 4.10** **Cost of Services: Maximum of 30 Points**
Complete the applicable Attachment B1 and/or B2, Financial Response Form for each plan/program offered. The Financial Response Form is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive.

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

- 4.11 **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 the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

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

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

M/WBE Information: Proposer will be evaluated and points awarded based on the evaluation criterion 4.11.1, 4.11.2 and 4.11.3 depending on the information submitted by the Proposer		Maximum Points
4.11.1	Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment T3 , M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See Attachment T3). 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 Proposers M/WBE goal attainment or the Award of points.	6
4.11.2	Proposer shall provide staff diversity information by completing and submitting Attachment T2 , Employment Diversity Statistics.	2
4.11.3	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	2
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 T1) 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

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

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services	30
C. Cost of Services	30
D. Supplier Diversity & Outreach Program	<u>10</u>
TOTAL	100

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 and may recommend the rejection of any or all proposals. 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.
- 5.3 If the Committee's evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Procurement & Warehousing Services or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.
- 5.4 Based 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 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.

5.0 EVALUATION OF PROPOSALS (continued)

If Proposer is an insurance carrier who met the Minimum Eligibility requirements under 4.2.3 through a parent or affiliated company, then the Proposer must have a representative of said parent or affiliated company present at the meeting during which the Evaluation Committee will review Proposals and make recommendations for Award. Such representative shall have authority to bind said parent or affiliated company to guarantee the Agreement terms as negotiated by SBBC and Proposer and the parent or affiliated company will be required to execute a guarantee of the resultant Agreement.

- 5.5 **Award:** SBBC intends to make award(s) to the Proposer(s) 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 "R") 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. The agreement approved by the SBBC 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 Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, April 15, 2016** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 17-010V - Group Dental Insurance and Group Vision Insurance for School Board Employees

- 6.2 One complete, original hard-copy Proposal (clearly marked as such), and two complete, original electronic versions (all clearly marked as "original") will constitute the original governing documents. The two electronic versions in Microsoft Word 6.0 or higher on CD/diskette and 25 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 17-010V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services in accordance with the submittal requirements. The Proposal containing the original manual signature (**blue ink preferred**) and the electronic versions should be clearly identified as the original Proposals. 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. In the case of any conflict between the original hard-copy Proposal and the original electronic versions, the original hard-copy Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers' firm name clearly marked on the exterior of package. All additional copies should be **identical** to the original Proposal submitted, including all supplemental information/marketing materials.
- 6.3 **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, and 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.
- 6.4 **INSURANCE REQUIREMENTS:**
- MINIMUM INSURANCE REQUIREMENTS**
- 6.4.1 **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.
- 6.4.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.4.3 **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 6.4.4 **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:

6.0 SPECIAL CONDITIONS

6.4 INSURANCE REQUIREMENTS (Continued):

- _____ (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.)
- 6.4.5 **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.
- 6.4.6 **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.**
- 6.4.7 **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.)
- 6.4.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
- 6.4.9 **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.**
- 6.5 **W-9 FORM:** All Proposers are requested to complete the attached W-9, **Attachment X**, and submit with their Proposal.

7.0 GENERAL CONDITIONS

- 7.1 **INDEMNIFICATION:** 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 for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC to any rights or limits to liability under Section 768.28 Florida Statutes.
- 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 AWARDEE, 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.
- 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.
- 7.3 **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**. 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

- 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 Proposer is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.6 **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.
- 7.7 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.8 **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 W, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment W should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.9 **INSURANCE:** Insurance Requirements are shown in Section 6.4 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.
- 7.10 **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.
- 7.11 **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.
- 7.12 **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.

7.0 GENERAL CONDITIONS

- 7.13 **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 Director, EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 7.14 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.15 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee(s), the Superintendent shall give written notice to the Awardee(s) 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.
- 7.16 **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.
- 7.17 **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.
- 7.18 **PURCHASE AGREEMENT:** This RFP, written Agreement 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 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.
- 7.19 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.**

7.0 GENERAL CONDITIONS

7.20 **SBBC PHOTO IDENTIFICATION BADGE (Continued):**

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/seccle/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.

7.21 **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.

7.0 GENERAL CONDITIONS

- 7.22 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **May 16, 2016 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.23 **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)
- 7.24 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered may be audited for compliance with RFP conditions and specifications at any time. 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. 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.

7.0 GENERAL CONDITIONS

- 7.25 **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.**
- 7.26 **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.
- 7.27 **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.
- 7.28 **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.
- 7.29 **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.
- 7.30 **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.
- 7.32 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 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.

7.0 GENERAL CONDITIONS

- 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 (Salary Band C/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.

7.33 **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.

7.34 **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.

7.35 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.0 GENERAL CONDITIONS

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

CERTIFICATION

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

ATTACHMENT A

Questionnaires

A1 – Dental Questionnaire

A2 – Vision Questionnaire

Submit responses in Hard Copy and Electronic Version in a usable Microsoft Word format.

For your convenience, Attachment A is also available as a separate downloadable document in a useable Microsoft Word format.

ATTACHMENT A1

Dental Questionnaire

Submit responses in Hard Copy and Electronic Version in a usable Microsoft Word format.

For your convenience, Attachment A1 is also available as a separate downloadable document in a useable Microsoft Word format.

Dental Questionnaire

1. How long has your organization been providing dental insurance? Use the chart below:

National	
Regional	
Broward, Miami-Dade, Palm Beach Counties	

2. Provide the DHMO and PPO/Indemnity enrollment data requested below for the organization submitting this proposal. Use chart below:

a) DHMO Enrollment

	1/1/13	1/1/14	1/1/15	1/1/16
National DHMO Enrollment				
Florida DHMO Enrollment				
South Florida DHMO Enrollment				
Broward County DHMO Enrollment				
Total DHMO Enrollment				

b) PPO/Indemnity Enrollment

	1/1/13	1/1/14	1/1/15	1/1/16
National PPO/Indemnity Enrollment				
Florida PPO/Indemnity Enrollment				
South Florida PPO/Indemnity Enrollment				
Broward County PPO/Indemnity Enrollment				
Total PPO/Indemnity Enrollment				

Dental Questionnaire

3. Provide references for your three (3) largest dental clients, by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

Employer Name	Total Number of Employees in South Florida	Number of Employees Enrolled in Your DHMO plan and Number of Employees Enrolled in Your PPO/Indemnity Plan	Date Services Commenced	Contact Person	Address	Phone Number

4. Provide information for your three (3) largest dental clients in South Florida (Broward, Miami-Dade and Palm Beach Counties) who have terminated your plan(s) during the past 24 months using the following format:

Employer Name	Total Number of Employees in South Florida	Date Services Terminated	Reason for Termination	Contact Person	Address	Phone Number

5. Is your organization currently in compliance with Florida Department of Insurance Statutes and requirements?
Yes ___ No ___ If no, describe why not.
6. Provide the location of the office that will manage the SBBC account and provide the names of the individuals who will be responsible for all aspects of SBBC account service.
7. Provide a hard copy of your most up-to-date provider directory for Broward, Miami-Dade and Palm Beach Counties. Also provide this information on a diskette.
8. Complete the following exhibit for Broward, Miami-Dade, and Palm Beach counties.

DHMO

County	Total Number of Dentists	Total Number of Specialists	Percentage of Dentists accepting new patients	Percentage of Specialty Dentists accepting new patients
Broward				
Miami-Dade				
Palm Beach				

DHMO

County	Number of General Dentists	Number of Endodontists	Number of Periodontists	Number of Orthodontists	Number of Pedodontists
Broward					
Miami-Dade					
Palm Beach					

Dental Questionnaire

PPO/Indemnity

County	Total Number of Dentists	Total Number of Specialists	Percentage of Dentists accepting new patients	Percentage of Specialty Dentists accepting new patients
Broward				
Miami-Dade				
Palm Beach				

PPO/Indemnity

County	Number of General Dentists	Number of Endodontists	Number of Periodontists	Number of Orthodontists	Number of Pedodontists
Broward					
Miami-Dade					
Palm Beach					

9. Provide the turnover information for your network dentists as outlined below:

DHMO

a) Broward County

	2013	2014	2015
Total Number of General Dentists			
Total Number of Terminated General Dentists on a Voluntary basis			
Total Number of Terminated General Dentists on an Involuntary basis			
Total Number of Specialist Dentists			
Total Number of Terminated Specialist Dentists on a Voluntary basis			
Total Number of Terminated Specialist Dentists on an Involuntary basis			

DHMO

b) Miami-Dade County

	2013	2014	2015
Total Number of General Dentist			
Total Number of Terminated General Dentists on a Voluntary basis			
Total Number of Terminated General Dentists on an Involuntary basis			
Total Number of Specialist Dentists			
Total Number of Terminated Specialist Dentists on a Voluntary basis			
Total Number of Terminated Specialist Dentists on an Involuntary basis			

Dental Questionnaire

DHMO

c) Palm Beach County

	2013	2014	2015
Total Number of General Dentist			
Total Number of Terminated General Dentists on a Voluntary basis			
Total Number of Terminated General Dentists on an Involuntary basis			
Total Number of Specialist Dentists			
Total Number of Terminated Specialist Dentists on a Voluntary basis			
Total Number of Terminated Specialist Dentists on an Involuntary basis			

PPO/Indemnity

a) Broward County

	2013	2014	2015
Total Number of General Dentist			
Total Number of Terminated General Dentists on a Voluntary basis			
Total Number of Terminated General Dentists on an Involuntary basis			
Total Number of Specialty Dentists			
Total Number of Terminated Specialty Dentists on a Voluntary basis			
Total Number of Terminated Specialty Dentists on an Involuntary basis			

PPO/Indemnity

b) Miami-Dade County

	2013	2014	2015
Total Number of General Dentist			
Total Number of Terminated General Dentists on a Voluntary basis			
Total Number of Terminated General Dentists on an Involuntary basis			
Total Number of Specialty Dentists			
Total Number of Terminated Specialty Dentists on a Voluntary basis			
Total Number of Terminated Specialty Dentists on an Involuntary basis			

Dental Questionnaire

PPO/Indemnity

c) Palm Beach County

	2013	2014	2015
Total Number of General Dentist			
Total Number of Terminated General Dentists on a Voluntary basis			
Total Number of Terminated General Dentists on an Involuntary basis			
Total Number of Specialty Dentists			
Total Number of Terminated Specialty Dentists on a Voluntary basis			
Total Number of Terminated Specialty Dentists on an Involuntary basis			

10. Complete the following GeoAccess summary for SBBC employees. The description of the census file layout is included in Attachment E. Your study should include a summary report for each of the items listed below. Each summary should indicate the total number and percentage of employees with access by zip code and by county. Include GeoAccess Reports.

- Number and percentage of employees with two General Dentists within 5 miles and 10 miles of the employee's zip code.
- Number and percentage of employees with two Specialists within 5 miles and 10 miles of the employee's zip code.

DHMO

County	Number of Eligible Employees	General Dentists - % EEs w/ 2 General Dentists within 5 miles	General Dentists - % EEs w/ 2 General Dentists within 10 miles	Specialists - % EEs w/ 2 Specialists within 5 miles	Specialists - % EEs w/ 2 Specialists within 10 miles
Broward					
Miami-Dade					
Palm Beach					

PPO/Indemnity

County	Number of Eligible Employees	General Dentists - % EEs w/ 2 General Dentists within 5 miles	General Dentists - % EEs w/ 2 General Dentists within 10 miles	Specialists - % EEs w/ 2 Specialists within 5 miles	Specialists - % EEs w/ 2 Specialists within 10 miles
Broward					
Miami-Dade					
Palm Beach					

11. Have you changed the size or structure of your network for Broward, Miami-Dade or Palm Beach Counties during the past twelve months? Yes ___ No ___ If yes, describe such changes.

Dental Questionnaire

12. Complete the following table for Broward, Miami-Dade, and Palm Beach Counties. Ratio is described as the number of providers per 1,000 of enrolled members. Use your current provider panel break down by DHMO and PPO/Indemnity.

DHMO Current Provider Panel only:

Provider Type	Ratio (providers per 1,000 members)		
	Broward County	Miami-Dade County	Palm Beach County
General Dentists			
Endodontists			
Periodontists			
Orthodontists			
Pedodontists			
Maxillofacial			
Surgeons			

PPO/Indemnity Current Provider Panel only:

Provider Type	Ratio (providers per 1,000 members)		
	Broward County	Miami-Dade County	Palm Beach County
General Dentists			
Endodontists			
Periodontists			
Orthodontists			
Pedodontists			
Maxillofacial			
Surgeons			

13. List your top ten dentists/dental group providers (by number of encounters) in Broward County only. Indicate the current contract status and the contract's expiration date.

	Dentists/ Dental Group	Contract Status	Contract Expiration Date	Provider Type (DHMO, PPO, Both)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

14. Detail any mergers/acquisitions involving your organization which have occurred in the last 12-month period, and any which are planned for the next 12 to 24 months.

Dental Questionnaire

15. Can each family member select his/her own Dentist when using the DHMO? Yes ___ No ___ Are members required to select a dentist when in the PPO/Indemnity Plan? Yes ___ No ___
16. How frequently may members be permitted to change their dental selection?
17. Under what circumstances do members have direct access to specialists without a referral?
18. Describe, in detail, your out-of-area coverage for traveling members, residing outside established service areas and emergency care after normal working hours both within and outside the U.S. Describe your capabilities for negotiating fees with out-of-area providers.
19. Describe, in detail, your out-of-area coverage for dependent students attending school out-of-area. Include your procedures for emergency care, as well as follow-up visits. Do you have a network in the following areas where SBBC has a high concentration of college dependents?

Daytona Beach, Florida	<input type="radio"/> Yes	<input type="radio"/> No
Gainesville, Florida	<input type="radio"/> Yes	<input type="radio"/> No
Tallahassee, Florida	<input type="radio"/> Yes	<input type="radio"/> No
Orlando, Florida	<input type="radio"/> Yes	<input type="radio"/> No
Tampa, Florida	<input type="radio"/> Yes	<input type="radio"/> No

20. Provide your current Utilization Management Process, accompanied by sample Utilization Management Reports that are regularly reviewed in this process.
21. Explain your credentialing process for participating dentists? Do you require periodic recredentialing of your participating dentists? Yes ___ No ___ If yes, how often are provider's recredentialed?
22. Do you conduct on-site audits of providers in your network? Yes ___ No ___ If yes, describe and indicate the frequency?
23. Provide your current Quality Assurance Plan.
24. Provide a copy of your most recent member satisfaction survey results and indicate the following:
- what percentage of survey participants were very satisfied or extremely satisfied with your plan?
 - which aspect of your plan's performance received the lowest average satisfaction score?
25. Is member satisfaction information linked to provider compensation? Yes ___ No ___ If yes, how?
26. What is your average wait time to speak with a live customer service representative? Use chart below:

	2013	2014	2015
Average Time to Answer			
Call Abandonment Rate			

Dental Questionnaire

27. Indicate how you track verbal and written complaints received by your organization. Are you able to report the number and types of complaints (both written and telephonic) received in a calendar year for all plan members (total population) and SBBC members specifically? Yes ___ No ___
28. How many verbal and written complaints were received per 1,000 members during 2014 and 2015?
29. Report the schedule/time frame for ID card distribution. Include an explanation of how providers are instructed to handle members who have not yet been issued member ID cards.
30. Will you mail to each member a copy of the benefit plan description detailing the terms and conditions of receiving benefits and documentation of the complaint and appeals process? Yes ___ No ___
31. What information is available via voice response unit (IVR)? Website?
32. Indicate if you use specific centers (owned and/or contracted) for procedures in treatment of certain diagnoses. Yes ___ No ___ If yes, list the procedures or diagnoses that are covered.

Type of Procedure Covered	List of Centers

33. Provide the grievance/appeals procedures for members. Outline the steps and timeframes of the process from initiation to final resolution.
34. Are the member grievances/appeals tracked and reported? Yes ___ No ___ If yes, are you able to provide SBBC with a report capturing the number and types of grievances/appeals, which are received from SBBC members?
35. Can your plan track and report member enrollment information? Yes ___ No ___ Can your plan track and report on customer service activity? Yes ___ No ___
36. Are claims forms ever required of patients? Yes ___ No ___ If yes, in what instances?
37. Describe the specific measures used by your organization to monitor provider access. Provide the most recent corresponding statistics available. (Examples: provider to member ratios, average wait time required for an appointment, etc.).

DHMO

Average Appointment Wait Times	
Type	Weeks
Initial	
Hygiene	
Routine	

Dental Questionnaire

PPO/Indemnity

Average Appointment Wait Times	
Type	Weeks
Initial	
Hygiene	
Routine	

38. How quickly are members informed when their provider leaves the network?

DHMO

- _____ Before the provider leaves the network
 _____ Within two weeks after leaving the network
 _____ More than two weeks after leaving the network

PPO/Indemnity

- _____ Before the provider leaves the network
 _____ Within two weeks after leaving the network
 _____ More than two weeks after leaving the network

39. Provide a complete list of any time frame limitations applicable to procedures. The list must include, but is not limited to:

DHMO

Procedures	Time Frame
Cleaning and Scaling (Prophylaxis)	
Fluoride Treatments	
Space Maintainers	
Routine Examinations	
Full Mouth X-Rays	
Bitewing X-Rays	
Replacement of Existing Appliances	
Repair of Existing Dentures	
Relining or Rebasing of Existing Dentures	
Replacement of Crowns and Gold Fillings	
Replacement of Missing and Un-replaced Teeth	
Orthodontics	
Other(s)	

Dental Questionnaire

PPO/Indemnity

Procedures	Time Frame
Cleaning and Scaling (Prophylaxis)	
Fluoride Treatments	
Space Maintainers	
Routine Examinations	
Full Mouth X-Rays	
Bitewing X-Rays	
Replacement of Existing Appliances	
Repair of Existing Dentures	
Relining or Rebasing of Existing Dentures	
Replacement of Crowns and Gold Fillings	
Replacement of Missing and Un-replaced Teeth	
Orthodontics	
Other(s)	

40. What controls are in place to prevent unnecessary referrals?
41. Provide a detailed description of the general reimbursement scheme with dental providers (Capitation; Discounted Fee-for-Service; Withhold Arrangements, etc.) broken down by DHMO providers and PPO/Indemnity providers.
42. Describe your reimbursement / payment methods for the following types of services:

DHMO

Service	Capitation	Discounted Charges	Full Charges	Other
Restorative				
Endodontics				
Preventive				
Periodontics				
Prosthodontics – Removable				
Prosthodontics – Fixed				
Extractions				
Oral Surgery				
General Services (office visits after scheduled hours, drug injection, emergency and routine prescriptions, TMJ appliance)				

Dental Questionnaire

PPO/Indemnity

Service	Capitation	Discounted Charges	Full Charges	Other
Restorative				
Endodontics				
Preventive				
Periodontics				
Prosthodontics – Removable				
Prosthodontics – Fixed				
Extractions				
Oral Surgery				
General Services (office visits after scheduled hours, drug injection, emergency and routine prescriptions, TMJ appliance)				

43. If you capitate, describe how the individual provider is paid for services.
44. What percentage of your primary care providers are capitated? Specialty provider?
45. Do you require professional liability insurance? If yes, what are the per occurrence limits?
46. List the specific functions of the member services department (for example, assists members in choosing provider, answers members' questions about claims, receives and responds to members' complaints about providers, etc.).
47. What percentage of your member services representatives are bilingual? List the language capabilities available other than English.
48. What percentages of your dental care professionals are bilingual? List the language capabilities available other than English.
49. What percentages of Orthodontists, Maxillofacial Surgeons, Endodontists, and Periodontists have certification in their specialty from an accredited program?
50. Does your organization carry insolvency insurance? Yes ____ No ____
51. How are treatments (especially orthodontia) initiated prior to January 1, 2016, continued under the network?
52. Regarding R&C:
- What database do you use for R&C profiles? How often is it updated?
 - What percentile is typically used for dental? What are the options?
 - Can your system allow certain tolerance ranges to be applied to R&C limits? Describe.
53. Are you willing to aggressively contract with dentists currently used by SBBC employees, both during implementation and on an ongoing basis? Yes ____ No ____

Dental Questionnaire

54. Can you accept electronic enrollments? Yes ___ No ___ Paper enrollments? Yes ___ No ___
55. Do you have a website that provides provider information and directory information? Yes ___ No ___ If yes, describe your website capabilities and your website address.
56. Does your company have the ability to offer any of the following benefits. If yes, complete the below table for each benefit, the benefit coverage and if there would be any cost impact to the proposed rates.

Type of Benefit	Description of Coverage	Rate Impact and Cost
Implants		
Wavier of Diagnostic and Preventive		
Treatment Cost Calculator		
Benefit Carryover from unused annual maximum		
Lifetime Deductible Maximum		
Teeth Whitening		
Periodontal Testing		
Types of Braces (such as Invisalign)		
Other		

Dental Questionnaire

57. In the chart below, provide information regarding contracted rates and employee cost sharing for SBBC. (Assuming Florida zip codes starting with 330 and 333):

ADA Code	Description	PPO Allowable		DHMO Employee Copay
	Periodic Oral Evaluation			
	Radiographs – 2 films			
	Radiographs – 4 films			
	Adult Prophylaxis			
	Child Prophylaxis			
	Amalgam – 1 Surface			
	Amalgam – 2 Surface			
	Amalgam – 3 Surface			
	Composite Resin			
	Porcelain with Gold Crown			
	Porcelain with Non-precious Metal Crown			
	Porcelain with Semiprecious Metal Crown			
	Crown Gold Full Case			
	3 Root Canal Therapy			
	Osseous Surgery per Quadrant			
	Periodontal Scaling			
	Fixed Bridge/Porcelain Gold Crown			
	Fixed Bridge/Porcelain Semiprecious Crown			
	Extraction, Complete Bony Impaction			
	Orthodontic: Global Rate for Normal Adolescent Case			

58. What standard reports are available?
59. Are there additional costs associated with any of these reports? Yes ___ No ___ If yes, what is the cost?
60. How frequently are these reports available? ___ Monthly, ___ Quarterly, ___ Semi-Annually, ___ Annually. Provide a sample of these reports.
61. Complete and attach Attachment AA Top Utilized Dentists/Providers (in a useable Excel format) for the top utilized providers.

ATTACHMENT A2

Vision Questionnaire

Submit responses in Hard Copy and Electronic Version in a usable Microsoft Word format.

For your convenience, Attachment A2 is also available as a separate downloadable document in a useable Microsoft Word format.

Vision Questionnaire

1. How long has your organization been providing vision care services? Use the chart below:

National	
Regional	
Broward, Miami-Dade, Palm Beach Counties	

2. How many lives do your currently cover? How many employers? Use the chart below:

	Number of Employees	Number of Employers
National		
State of Florida		
Broward, Miami-Dade, Palm Beach Counties		

3. Does proposal match the current benefits without modification? Yes ___ No ___ If yes, provide all deviations in Attachment D2.
4. Provide the name, address and telephone number of the office that will service to SBBC. Also provide the name the person who will have overall responsibility for this account.
5. Describe the enrollment assistance that you will provide to SBBC during Open Enrollment. Include samples of materials that would be included in the enrollment package.
6. How are updated provider directories made available to participants? Describe alternative means for plan members to obtain information on network provider (i.e., the Internet, an automated voice response system, etc).
7. Are patients subject to any ordering limitations (frequency or selection of eye wear)? Yes ___ No ___ If yes, provide limitations in Attachment D2.
8. Can a member receive an exam from one provider and materials (frames, lens or contacts) from another provider? Yes ___ No ___
9. How would you plan handle a situation where a patient orders additional materials or services that are not covered?
10. Indicate how glasses and contact lenses may be obtained; ___ in office, ___ by phone, ___ or by mail.
11. What is the turnaround time (number of days) after an order for glasses and contact lenses has been ordered?
12. Do you have a centralized distribution facility? Yes ___ No ___ If yes, where is the facility located?
13. If the vision care provider has a facility located in their office, can they fill the prescription for the glasses / contact lenses? Yes ___ No ___
14. At what frequency, and under what conditions, can an employee change providers?

Vision Questionnaire

15. What is the current number of participating providers? Indicate by Optometrist, Ophthalmologist, and Dispensing Facility in Broward, Miami/Dade, and Palm Beach County. Use the chart below.

County	Number of Locations	Percent Of Independent Providers	Percent of Chain Providers	Number of Optometrists	Number of Ophthalmologists	Number of Opticians	Number of Dispensing Facilities
Broward							
Miami-Dade							
Palm Beach							

16. Provide a breakdown of number of providers by independent practitioners and/or chain stores in Broward, Miami-Dade, and Palm Beach Counties. Use the chart below.

County	Number of Independent Providers	Number of Chain Stores
Broward		
Miami-Dade		
Palm Beach		

17. What percentage of your participating Ophthalmologists are Board-certified or Board-eligible?
18. Describe how you would handle a situation where a provider refuses to give agreed upon discounts to the member.
19. Describe your customer satisfaction guarantee (i.e., materials, warrantee programs, etc.).
20. Provide references for your three (3) largest clients, by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

Employer Name	Number of Employees	Date Services Commenced	Contact Person	Address	Phone Number
1.					
2.					
3.					

21. Provide references for your three (3) largest clients, largest by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

Vision Questionnaire

Employer Name	Number of Employees	Date Services Terminated	Reason for Termination	Contact Person	Address	Phone Number
1.						
2.						
3.						

22. Describe the components of a regular eye examination and a comprehensive eye examination by your network providers. Is there a cost difference in the exam? Yes ___ No ___
Does this exam vary for eyeglasses users verses contact lens users? Yes ___ No ___ If yes, explain the difference.
23. If you offer a materials mail order program, what is your performance standard for turnaround time? What is your average turnaround time? Do you offer overnight delivery service? Yes ___ No ___ If yes, at what additional cost?
24. Describe how an employee accesses care from initial contact with your plan to making an appointment with a provider.
25. Describe any benefit pre-certification or vouchers that members would be required to obtain before benefits are provided.
26. Provide a current 2016 directory of your network providers, by location, including address and zip code, for the entire state of Florida.
27. Complete the following GeoAccess summary for SBBC employees. The description of the census file layout is included in Attachment E. Your study should include a summary report for each of the items listed below. Each summary should indicate the total number and percentage of employees with access by zip code and by county. Please include GeoAccess Reports.
- Number and percentage of employees with two Optometrists within 10 miles of the employees zip code.
 - Number and percentage of employees with two Ophthalmologists within 10 miles of the employees zip code.
 - Number and percentage of employees with two dispensing facilities / opticians within 10 miles of the employees zip code.

County	Number of Eligible Employees	% of Employees with 2 Optometrists within 10 miles	% of Employees with 2 Ophthalmologists within 10 miles	% of Employees with 2 Facilities/Opticians within 10 miles
Broward				
Miami-Dade				
Palm Beach				

28. Describe how providers are added to your network along with any ongoing requirements.
29. Describe your methods for determining the need for additional providers.

Vision Questionnaire

30. Describe how providers are compensated and describe the terms of compensation.
31. Describe your internal audit procedures to safeguard fraud or billing irregularities.
32. What standard reports are available? Are there additional costs associated with any of these reports?
Yes ___ No ___ How frequently are these reports available? ___ daily, ___ weekly, ___ monthly,
___ semi-annually, ___ annually.
33. Can you accept eligibility information electronically and/or magnetic tape?
34. Describe, in detail, the claim processing and payment systems that your company will use for the vision plan.
35. List the functions your claim system automatically performs.
36. Identify the office from which the account will be handled for claim processing and payment.
37. What are your claim processing standards for turnaround time, procedural accuracy and financial accuracy?
What are your actual results for 2014 and 2015?
38. Describe the structure and staffing of your customer service office, including the number of customer services representatives and educational background/training.
39. What information is available to employees via a voice response unit?
40. Are you willing to add providers specifically requested by SBBC? Yes ___ No ___
41. How do you measure and monitor member / patient satisfaction? What were the results of your latest survey?
42. What would you anticipate your role and SBBC's role being in the implementation process?
43. What is the background, training, education and experience of the account executive and service representative assigned to SBBC? Please provide brief resumes for these individuals.
44. What other customers do the account executive and service representative assigned to SBBC serve?
45. What is your average wait time to speak with a live customer service representative?

	2014	2015	2016 (YTD)
Average Time to Answer			
Call Abandonment Rate			

46. Can you provide an improved LASIK benefit? Yes ___ No ___ If yes, describe the benefits in detail.
47. Can you provide true copays for all levels of service? Yes ___ No ___
48. If true copays are not provided, how are potential additional costs communicated to the employees?

Vision Questionnaire

49. How are employees protected against overcharges by providers?
50. How are costs established for frames and lenses?
51. Complete the following table outlining your wholesale pricing and member copays for the following items and include types of lenses in each level.

Options Price List			
Lenses	Wholesale Price	Retail Price	Member Copay
Level One Progressive			
Level Two Progressive			
Level Three Progressive			
Level Four Progressive			
Transitions / Sunsensor / Colomatic			
Anti-Reflection Standard			
Anti-Reflection Premium			
Standard Scratch			
Scratch Premium			
Ultra Violet Coating			
Hi-Index Lens Styles			
Non-Aspheric Design			
Hi-Index Lens Styles			
Hi-Index 1.53-1.59			
Hi-Index 1.60-1.66			
Trivex / Trilogy			
Aspheric Design			
Regular Plastic			
Polycarbonate			
Mid-Index Plastic			
Hi-Index 1.60-1.66			
Hi-Index 1.67			
Polarized Styles			
Polaroid Plastic			
Polaroid Hi-Index			
Polaroid Polycarbonate			

ATTACHMENT B

Financial Response Forms

B1 – Dental Financial Response Forms

B2 – Vision Financial Response Forms

Submit responses in Hard Copy and Electronic Version in a usable Microsoft Word format.

For your convenience, Attachment B is also available as a separate downloadable document in a useable Microsoft Word format.

ATTACHMENT B1

B1 – Dental Financial Response Forms

Submit responses in Hard Copy and Electronic Version in a usable Microsoft Word format.

For your convenience, Attachment B1 is also available as a separate downloadable document in a useable Microsoft Word format.

Dental Financial Response Forms

Basic DHMO Product

Monthly Premium Rates – Basic DHMO Product

Indicate below the proposed total monthly premium for providing the Basic DHMO product:

Matched Benefits

Basic DHMO Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan Proposer contained in sequential order will be considered.

Basic DHMO Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____ If unable to provide guaranteed rates for 36 months, please explain reason(s).
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

Dental Financial Response Forms**Monthly Premium Rates – Basic DHMO Product (continued)**

6) Identify any cost impacts for the following benefits:

Type of Benefit	Description of Coverage	Rate Impact and Cost
Implants		
Wavier of Diagnostic and Preventive		
Treatment Cost Calculator		
Benefit Carryover from unused annual maximum		
Lifetime Deductible Maximum		
Teeth Whitening		
Periodontal Testing		
Types of Braces (such as Invisalign)		
Other		

Dental Financial Response Forms

Enhanced DHMO Product

Monthly Premium Rates – Enhanced DHMO Product

Indicate below the proposed total monthly premium for providing the Enhanced DHMO product:

Matched Benefits

Enhanced DHMO Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

Enhanced DHMO Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____ If unable to provide guaranteed rates for 36 months, please explain reason(s).
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

Dental Financial Response Forms**Monthly Premium Rates – Enhanced DHMO Product (continued)**

6) Identify any cost impacts for the following benefits:

Type of Benefit	Description of Coverage	Rate Impact and Cost
Implants		
Wavier of Diagnostic and Preventive		
Treatment Cost Calculator		
Benefit Carryover from unused annual maximum		
Lifetime Deductible Maximum		
Teeth Whitening		
Periodontal Testing		
Types of Braces (such as Invisalign)		
Other		

Dental Financial Response Forms

Basic PPO / Indemnity Product

Monthly Premium Rates – PPO/Indemnity Prepaid Product

Indicate below the proposed total monthly premium for providing the PPO/Indemnity product:

Matched Benefits

Basic PPO / Indemnity Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

Basic PPO / Indemnity Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____ If unable to provide guaranteed rates for 36 months, please explain reason(s).
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

Dental Financial Response Forms**Monthly Premium Rates – PPO/Indemnity Prepaid Product (continued)**

6) Identify any cost impacts for the following benefits:

Type of Benefit	Description of Coverage	Rate Impact and Cost
Implants		
Wavier of Diagnostic and Preventive		
Treatment Cost Calculator		
Benefit Carryover from unused annual maximum		
Lifetime Deductible Maximum		
Teeth Whitening		
Periodontal Testing		
Types of Braces (such as Invisalign)		
Other		

Dental Financial Response Forms

Enhanced PPO / Indemnity Product

Monthly Premium Rates – PPO/Indemnity Product

Indicate below the proposed total monthly premium for providing the PPO/Indemnity product:

Matched Benefits

Enhanced PPO / Indemnity Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

Enhanced PPO / Indemnity Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____ If unable to provide guaranteed rates for 36 months, please explain reason(s).
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

Dental Financial Response Forms

Monthly Premium Rates – PPO/Indemnity Product (continued)

6) Identify any cost impacts for the following benefits:

Type of Benefit	Description of Coverage	Rate Impact and Cost
Implants		
Wavier of Diagnostic and Preventive		
Treatment Cost Calculator		
Benefit Carryover from unused annual maximum		
Lifetime Deductible Maximum		
Teeth Whitening		
Periodontal Testing		
Types of Braces (such as Invisalign)		
Other		

ATTACHMENT B2

B2 – Vision Financial Response Forms

Submit responses in Hard Copy and Electronic Version in a usable Microsoft Word format.

For your convenience, Attachment B2 is also available as a separate downloadable document in a useable Microsoft Word format.

Vision Financial Response Forms

Basic Vision Plan

Monthly Premium Rates – Basic Vision Plan

Indicate below the proposed total monthly premium for providing the Basic Vision plans:

Matched Benefits

Basic Vision Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

Basic Vision Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____ If unable to provide guaranteed rates for 36 months, please explain reason(s).
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

Vision Financial Response Forms

Enhanced Vision Plan

Monthly Premium Rates – Enhanced Vision Plan

Indicate below the proposed total monthly premium for providing the Enhanced Vision plans:

Matched Benefits

Enhanced Vision Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

Enhanced Vision Plan	Sole Carrier Rate Guarantee			Dual Carrier Rate Guarantee		
	2017	2018	2019	2017	2018	2019
Employee Only						
Employee + 1						
Employee + Two or More						

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____ If unable to provide guaranteed rates for 36 months, please explain reason(s).
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

ATTACHMENT C

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

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

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

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

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

RFP Number

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

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

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

ATTACHMENT D

Dental and Vision Plan Designs

D1 - Dental Plan Designs

D1-A – DHMO Basic and Enhanced Plan Designs

D1-B – PPO/Indemnity Basic and Enhanced Plan Designs

**D1-C – DHMO and PPO/Indemnity – Alternative Plan Designs
Template**

D2 - Vision Plan Designs

D2-A – Basic and Enhanced Vision Plan Designs

**D2-B – Basic and Enhanced Alternative Vision Plan Designs
Template**

**Submit responses in Hard Copy and Electronic Version in a
useable Microsoft Excel format.**

**For your convenience, Attachments D1 and D2 are ONLY
available as separate downloadable documents in a useable
Microsoft Excel format.**

ATTACHMENT D1

Dental Plan Designs

D1-A – DHMO Basic and Enhanced Plan Designs

D1-B – PPO/Indemnity Basic and Enhanced Plan Designs

**D1-C –DHMO and PPO/Indemnity Alternative Plan Designs
Template**

**Submit responses in Hard Copy and Electronic Version in a
useable Microsoft Excel format.**

**For your convenience, Attachments D1-A, D1-B, and D1-C
are ONLY available as a separate downloadable document
in a useable Microsoft Excel format.**

ATTACHMENT D2

Vision Plan Designs

D2-A – Vision Basic and Enhanced Plan Designs

**D2-B – Alternative Vision Basic and Enhanced Plan Designs
Template**

**Submit responses in Hard Copy and Electronic Version in a
useable Microsoft Excel format.**

**For your convenience, Attachments D2-A and D2-B are
ONLY available as a separate downloadable document in a
useable Microsoft Excel format.**

ATTACHMENT E

Census Data

(Includes Active Employees, COBRA Participants and Retirees)

For your convenience, Attachment E is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT F

Dental Claims Experience

For your convenience, Attachment F is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT G

Vision Claims Experience

For your convenience, Attachment G is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT H

List of Current Progressive Lenses

**The List of Current Progressive Lenses is included in
Attachment G – Vision Claims Experience**

ATTACHMENT I

I1 – Dental Certificate of Insurance

I2 – Dental Current SBBC Agreements

**For your convenience, the Certificates of Insurance (I1) are
ONLY available through the following website:**

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

**Click on Dental book and then click on the “Certificates of
Coverage”**

ATTACHMENT J

J1 – Vision Certificate of Insurance

J2 – Vision Current SBBC Agreements

For your convenience, the Certificates of Insurance (J1) are **ONLY** available through the following website:

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

Click on Vision book and then click on the “Certificates of Coverage”

ATTACHMENT K

Sample Dental Card

For your convenience, Attachment K is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT L

Sample Vision Card

For your convenience, Attachment L is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT M

Dental Performance Standards / Guarantees

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment M is also available as a separate downloadable document in a useable Microsoft Word format.

Dental Performance Standards / Guarantees

Performance Guarantee	Amount of Liquidated Damages	Deviations
Implementation and Annual Measurements		
Both at implementation and annually within three (3) weeks following the date SBBC mails enrollment data to the vendor, ID cards must be delivered to the member's home address. An additional four (4) calendar days will be added for total mailing time.	\$25 per card for each day beyond three (3) weeks following the date enrollment data is mailed by SBBC (plus four calendar days for mail).	
Complete provider directories shall be delivered to SBBC or its designee as directed, within sixty (60) calendar days of the Benefits Department request for open enrollment.	\$1,000	
Brochures/descriptive literature must be delivered to SBBC, or to its designee, as directed, in final form, within sixty (60) calendar days prior to open enrollment. Additional materials to be provided within thirty (30) calendar days of the Benefits Department request.	\$250 for each day beyond outlined.	
Claim Timeliness		
The employees of SBBC must have their dental claims processed within 30 calendar days. (Monthly)	\$50 per occurrence	
Claim Inquiries/Complaints		
All claims, written claim inquiries or complaints, and other contacts with the vendor by the Benefits Department, the Payroll Deduction Unit, or SBBC employees and their covered dependents must have a written response within ten (10) calendar days of receipt by the vendor.	\$50 per item for each day beyond as outlined.	
Telephone Responsiveness		
Average response time of 30 second or better. (Monthly)	\$500/Month	
Abandonment rate of 5% or less. (Monthly)	\$500/Month	
The employees of SBBC must have their telephone calls returned within twenty-four hours from receipt	\$50 per occurrence.	
Network / Administration		
The employees of SBBC must be seen by a dentist within 24 hours for urgent care.	\$250 per occurrence.	
The employees of SBBC must be seen by a dentist within 30 calendar days for routine and preventive care.	\$50 per occurrence.	
The employees of SBBC must be seen by a dentist within 72 hours for dental care due to illness, injury, or accident which is not of an emergency nature.	\$50 per occurrence.	

Dental Performance Standards / Guarantees (continued)

Performance Guarantee	Amount of Liquidated Damages	Deviations
General Dentist access will not drop below 85% using the access standard or 2 dentists within 5 miles.	\$150 per day for each day not in compliance with this standard	
Proposer must agree that significant provider attrition during the course of this contract will constitute grounds for termination of this contract at the sole option of the School Board. Should the total number of voluntary and involuntary terminations by providers listed in the Provider Directory submitted with the Proposal exceed 20 percent of the total number of providers listed in that directory, the School Board, at its option, may terminate this contract with 60 days notice to the Awardee.	1/10 of 1 percent of annual premium for every percentage of provider turnover exceeding ten percent annually.	
Administration		
Additions to, deletions from and changes to the provider directories shall be furnished to the Benefits Department monthly.	\$250 for each day beyond as outlined	
Any time an SBBC employee or covered dependent receives a letter from a provider threatening legal action, referral to a collection agency, or other negative action which could jeopardize the employee or dependent's credit standing because of the vendor's delay or failure in paying claims, the vendor shall respond, in writing, directly to the letter writer, employee or covered dependent, and SBBC with an explanation of the claim status within five (5) calendar days of receipt of notification by the vendor.	\$50 per item for each day beyond as outlined	
The M/WBE's office will require a 30-day written notice for substitution of an M/WBE vendor.	\$100 per calendar day for the first 30 days and \$1,000 per calendar day thereafter until notifications received.	
Proposer agrees to liquidated damages for employee satisfaction ratings below 85% .	\$1,500 for each percentage point below 85%, maximum annual penalty \$7,500	

Performance penalties will be capped at 2% of annual premium.

ATTACHMENT N

Vision Performance Standards / Guarantees

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment N is also available as a separate downloadable document in a useable Microsoft Word format.

Vision Performance Standards / Guarantees

Performance Guarantees	Amount of Liquidated Damages	Deviations
If ID are necessary - Both at implementation and annually within three (3) weeks following the date SBBC mails enrollment data to the vendor, ID cards must be delivered to the member's home address. An additional four (4) calendar days will be added for total mailing time.	\$25 per card for each day beyond three (3) weeks following the date enrollment data is mailed by SBBC (plus four calendar days for mail).	
Monthly call abandonment rate not more the 3% while waiting for customer service representative.	\$500 per occurrence	
Monthly call pickup rate: 95% of calls answered within 30 seconds (incoming calls).	\$500 per occurrence	
Monthly call pickup rate: 95% of calls answered within five minutes while waiting for customer service representative.	\$500 per occurrence	
Claims must be processed within 30 days.	\$500 per occurrence	
Brochures/descriptive literature must be delivered to SBBC, or to its designees as directed, in final form within 60 calendar days prior to open enrollment. Additional materials must be provided within 30 calendar days of a request by the Benefits staff.	\$500 per day	
Complete provider directories shall be delivered to SBBC, or to its designees as directed, in final form within 60 calendar days prior to open enrollment. Additional directories must be provided within 30 calendar days of a request by the Benefits staff.	\$500 per day	
Additions to, deletions from and changes to the Provider Directories must be furnished to the Benefits staff monthly.	\$500 per occurrence	
The M/WBE's office will require a 30-day written notice for substitution of an M/WBE vendor.	\$100 per calendar day for the first 30 days and \$1,000 per calendar day thereafter until notification is received.	
All written inquiries or complaints by Benefits staff or plan participants must have a written response from the Awardee within 30 calendar days.	\$500 per occurrence	

Vision Performance Standards / Guarantees (Continued)

Performance Guarantees	Amount of Liquidated Damages	Deviations
Any letters sent to plan participants by vision care providers threatening legal action, referral to a collection agency or other negative action must be responded to directly by the Awardee within five calendar days of receipt of such correspondence by the Awardee.	\$500 per occurrence	
The employees of SBBC must have their telephone calls returned within 24 hours from receipt.	\$250 per occurrence	
Office visit co-payments are all inclusive. Patients may not be billed for any procedure associated with an eye exam beyond the applicable co-payment.	\$500 per occurrence	
Orders placed for materials (glasses, lenses and/or contract) must be received within 3 weeks.	\$250 per occurrence	
Proposer must agree that significant provider attrition during the course of this contract will constitute ground for termination of this contract at the sole option of SBBC. Should the total number of voluntary and involuntary terminations by providers listed in the Provider Directory submitted with this proposal exceed 20% of the total number of providers listed in that directory, SBBC at its option, may terminate this contract with 60 days notice to the Awardee. Additionally, proposer must agree to performance standards of 1% of in force premium for every percentage of provide turnover exceeding 10% annually.		

* Maximum aggregate penalty will not exceed 10% of annual premium.

ATTACHMENT O

SBBC Enrollment Form

For your convenience, Attachment O is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT P

ACH Payment Agreement Form



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

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

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

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature
(Primary) and Business title: _____ **Date:** _____

Authorized Signature
(Joint) and Business title: _____ **Date:** _____

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT Q

SBBC Self-Billing Statement

For your convenience, Attachment Q is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT R

Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016
, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY

(hereinafter referred to as “ *[insert a short name here]* ”),
whose principal place of business is
[insert their address here] .

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

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

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

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____ and conclude on _____. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. 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 *[Insert a Descriptive Title]*. *Insert text.*

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

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

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

OR

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

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

OR

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

OR

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

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.

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

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

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

_____. SBBC may disclose personally identifiable information from an education record of a student to ***Insert Name*** in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to ***Insert Name*** is described as follows: _____ . ***Insert Name*** agrees that the study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the representatives of ***Insert Name*** that have legitimate interests in the information. The study shall commence

_____ and conclude _____. *Insert Name* agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. *Insert Name* acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

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

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

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

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

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

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

(e) Failure to Permit Inspection. Failure by *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for

termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Insert Name's* claims for payment by SBBC.

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

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

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

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

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

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

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

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

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

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

2. Background Screening. *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or

its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Insert Name*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

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

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

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

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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[You need to include an indemnification clause.]

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

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

OR

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

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

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

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

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

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

3.29 **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.

*[Please note that The School Board elects a new Chair each November.
When developing contracts in the latter part of each year
prior to the election of a new Chair, it is recommended that
no name be typed under the Chair's signature line
and that only the title "Chair" be listed].*

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
_____, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

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

FOR *[Insert Name Here]*

(Corporate Seal)

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

ATTEST:

By _____

_____, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

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

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR *[Insert Name Here]:*

Signature

Printed Name

COUNTY OF _____

My Commission Expires:

Signature – Notary Public

Notary's Printed Name

Notary's Commission No.

ATTACHMENT S

BUSINESS ASSOCIATE SAMPLE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

and

INSERT NAME OF OTHER PARTY

(hereinafter referred to as "Business Associate"),
whose principal place of business is
[insert their address here]

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

- (a) "**Breach**" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

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

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

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

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the “Minimum Necessary” rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known of such Breach.
- (f) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 - 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to by Federal and/or Florida law.
- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent’s or subcontractor’s subcontractors.
- (h) Business Associate agrees to provide access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC’s possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

- (i) Business Associate agrees to make PHI available for amendment and incorporate all amendments to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of SBBC or an Individual in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3. **Permitted Uses and Disclosures of PHI by “Business Associate”.**

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

- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

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

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

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

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of “electronic protected health information” (as defined in 45 C.F.R. §160.103) (“ePHI”) on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.
- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including “Business Associate”.

6. **Compliance with EDI Rule .**

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

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

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

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

8. **Amendment.**

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

9. **Term and Termination.**

- (a) ***Term.*** This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) ***Termination for Convenience.*** This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) ***Termination for Cause by SBBC.*** Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice of such breach to Business Associate, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

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

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

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

10. **Indemnification.**

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

ARTICLE 3 – GENERAL CONDITIONS

11. **No Waiver of Sovereign Immunity.**

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

12. **No Third Party Beneficiaries.**

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

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, 10th Floor
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)

23. Severability.

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

24. Captions.

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

25. Authority.

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

26. No Waiver of Rights, Powers and Remedies.

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

27. Regulatory References.

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

28. Governing Law.

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

29. Entire Agreement.

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

30. Interpretation.

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

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

ATTEST:

Approved as to Form and Legal Content:

Office of the General Counsel

FOR BUSINESS ASSOCIATE

Signature

Print Name and Title

Witness

Witness

STATE OF _____

COUNTY OF _____

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

My Commission Expires:

Signature – Notary Public

Notary's Printed Name

Notary's Commission No.

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

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

_____ (Business Associate).

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

Description of the breach: _____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

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

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT T

- T1 M/WBE Utilization Report**
- T2 Employment Diversity Statistics**
- T3 M/WBE Participation**
- T4 SBBC Diversity Policy 1.5 and Supplier
Diversity and Outreach Policy 7007**
- T5 M/WBE Vendor List Website**

Policies can be seen at web site URL:

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

Proposer's Company Name: _____

Monthly M/WBE Utilization Report

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

Monthly Utilization Reports to be Submitted to:

**The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704**

754-321-0552

754-321-0934 FAX

1. Reporting Period From: _____ Reporting Period To: _____

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

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
RFP Number: 17-010V RFP Title: Group Dental Insurance and Vision Insurance for School Board Employees					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

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

Company Official's Signature & Title:

Phone #: _____

Date: _____

Employment Diversity Statistics

Proposer’s Company Name: _____

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

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

M/WBE PARTICIPATION

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

Proposer's Company Name: _____

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

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

**T4 - SBBC Diversity Policy 1.5 and Supplier
Diversity and Outreach Policy 7007**

Policies can be seen at web site URL:

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

T5 – M/WBE Vendor List Website

The following link provides a list of M/WBE firms:

<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

ATTACHMENT U

Domestic Partners Policy

For your convenience, Attachment U is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT V

Guarantee Letter of Commitment and Guarantee Form

**Submit responses in Hard Copy and Electronic Version in a
useable Microsoft Word format.**

**For your convenience, Attachment V is also available as a
separate downloadable document in a useable Microsoft
Word format.**

ATTACHMENT W

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

The School Board of Broward County, Florida

17-010V – GROUP DENTAL INSURANCE AND VISION INSURANCE FOR SCHOOL BOARD EMPLOYEES

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 X

W-9 Form

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
Employer identification number									

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. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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 B233 (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 B233.

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

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee* code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exemptions

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

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 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, and payments for services paid by a federal executive agency.

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

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(b) plan

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. 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 the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov 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 Y

Drug-Free Workplace

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

Sworn to and subscribed before me this _____ day of _____, 20____. _____
(Personally Known _____) (Signature)

OR Produced identification _____
Notary Public - State of _____

My commission expires _____
(Type of identification)

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

ATTACHMENT Z

Statement of “No Response”

ATTACHMENT Z, STATEMENT OF “NO RESPONSE”

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

SBBC
Procurement & Warehousing Services
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: _____

ATTACHMENT AA

Top Utilized Dentists/Providers

For your convenience, Attachment AA is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

Submit responses in Hard Copy and electronic Version in a useable Microsoft Excel format.