



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie
Superintendent of Schools

April 1, 2019

ADDENDUM NO. 4 RFP # FY20-010 CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

- DELETE:** Cover Page **INSERT:** Cover Page – **REVISED -**
Note: Reflect change in RFP Opening date.
- DELETE:** Page 4 of 71 Pages **INSERT:** Page 4 of 71 Pages – **REVISED**
Note: Reflect change in RFP Opening date.
- DELETE:** Page 22 of 71 Pages **INSERT:** Page 22 of 71 Pages – **REVISED -**
Note: Reflect change in RFP Opening date.

By virtue of signing the "Required Response Form", Page 1 of RFP #FY20-010 Proposer certifies acceptance of this Addendum..

Sincerely,

Charles V. High Digitally Signed

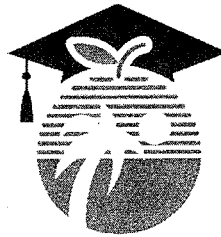
Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

REVISED

REQUEST FOR PROPOSALS (RFP)

RFP FY20-010

CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM



RFP Release Date: **February 25, 2019**

Non-Mandatory Proposer's Conference: **March 6, 2019 at 10:00 am, ET**
(See Section 2.2)

Written Questions Due: On or Before 5:00 p.m. ET
March 11, 2019
in Procurement & Warehousing Services Department

Proposals Due: * On or Before 2:00 p.m. ET
April 8, 2019
in Procurement & Warehousing Services Department

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

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

	<p>The School Board of Broward County, Florida PROCUREMENT AND WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505</p>	<p>REQUEST FOR PROPOSAL (RFP)</p>
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<p>DUE DATE: This Proposals must be submitted to the Procurement & Warehousing Service Department, The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 on or before 2:00 p.m. Eastern Time (ET):</p> <p style="text-align: center;">April 8, 2019</p> <p>and plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed bids are not allowed and will not be considered for award.</p>	<p>RFP NO.: FY20-010</p>	<p>RELEASE DATE: February 22, 2019</p>	<p>PURCHASING AGENT: Mr. Charles V. High 754-321-0527</p>
	<p>RFP TITLE: CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM</p>		

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. **Original hard-copy and electronic versions MUST BE IDENTICAL to each other.** In the case of any discrepancy between the ORIGINAL hard-copy Proposal and the electronic version, the ORIGINAL hard-copy Proposal shall be the governing document. The two electronic versions in Microsoft Word 6.0 or higher on separate thumb drives and **25 hard-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 FY20-010), 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. (See Page 2 for formatting electronic data) 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.

SECTION 1 – Required Response Form

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).

<p>Proposer's (Company) Name and state "Doing Business As", where applicable:</p>	<p>"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.</p>
<p>Address:</p>	<p>P.O. Address:</p>
<p>City:</p>	<p>City:</p>
<p>State:</p>	<p>State:</p>
<p>Zip Code:</p>	<p>Zip Code:</p>
<p>Telephone Number:</p>	<p>Contact Person:</p>
<p>Toll Free Number:</p>	<p>Contact Person's E-Mail Address:</p>
<p>Fax Number:</p>	<p>Contact Telephone Number:</p>
<p>Internet URL:</p>	<p></p>
<p>E-Mail Address for PO:</p>	<p></p>
<p>Proposers Taxpayer Identification Number:</p>	

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

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 6, SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, April 8, 2019** at the following address in order to be considered:

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

Re: FY20-010 – Consulting Services for Employee Benefits Program

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 original hard-copy and the electronic versions MUST be identical to each other.** The two electronic versions in Microsoft Word 6.0 or higher on thumb drives 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 4 of RFP FY20-010), 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.

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

6.3 **INSURANCE REQUIREMENTS –INSURANCE REQUIREMENTS**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:** Limit not less than \$3,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **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).



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

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Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie
Superintendent of Schools

March 27, 2019

ADDENDUM NO. 3

RFP # FY20-010

CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. This Addendum is to provide corrected answers to questions that were answered in Addendum No. 2.
2. **DELETE:** Page 7 of 71 Pages **INSERT:** Page 7 of 71 Pages – **REVISED -**
Note: RFP Opening date has been changed from April 3, 2019 to April 8, 2019 at 2:00 PM.
3. **DELETE:** Page 16 of 71 Pages – **REVISED -** **INSERT:** Page 16 of 71 Pages – **REVISED-A-**
Note: Page 16 of 71 Pages – **REVISED-A-** must be returned with your submitted proposal.

By virtue of signing the "Required Response Form", Page 1 of RFP #FY20-010 Proposer certifies acceptance of this Addendum..

Sincerely,

Charles V. High Digitally Signed

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

➤ QUESTION #8

Please explain in detail how the School board determined that a qualified firm is one that has experience working with 5 employers with 15,000 employees. As stated on the record, Orange County and Miami Dade County received 2-3 responses with a high minimum threshold. Palm Beach Schools yielded six proposals when the threshold was 10,000 employees.

CORRECTED ANSWER TO QUESTION #8

Section 4.2.3 of the RFP requires proposers to have experience with one client with a total of at least 15,000 employees. It was determined that the size threshold of 15,000 employees was necessary to confirm the proposers have sufficient experience servicing very large employers similar to SBBC. The minimum threshold in the Benefits Consulting RFP issued in 2014 was 15,000 employees.

➤ QUESTION #14

To open the door to more competition, please reduce the requirement to 3 client references with 10,000 or more employees.

CORRECTED ANSWER TO QUESTION #14

*Section 4.4.1.15 is amended to read: "Provide references, including name, business address, contact person and title,, telephone number, number of employees, services(s) performed and how long the account has been active for Proposer's five (5) largest clients by enrollment for which similar work was performed. This information must be completed on **Attachment J** and submitted with proposal."*

To clarify, Proposers must provide one reference with 15,000 employees to meet the requirement of RFP Section 4.2.3. There is no size threshold for the other references.

➤ QUESTION #65

The RFP notes that for the TPA Services for Tax Sheltered Annuity Program, you will issue an RFP in 2020 for a 1/1/2021 effective date. However, in the Non-Mandatory Proposer's Conference on March 6, 2019, you noted that the RFP is "already on the street" and that much of the grunt work should be done by the time the contract that is the focus of this RFP takes effect. To help us ascertain the level of support that you may need, please:

- (a) Provide the project timeline for the existing RFP related to the Tax Sheltered Annuity Program. This will help us understand how much of the grunt work will be done by the time a subsequent consultant is effective.
- (b) Given the familiarity your existing consultant will have with the Tax Sheltered Annuity Program RFP, to what extent are you open to having that consultant conclude the RFP and ensuing implementation process (including final contract negotiation)?



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

CORRECTED ANSWER TO QUESTION #65

The RFP for the TPA Services for the Tax Sheltered Annuity Program will be developed and released in 2020 for a 1/1/2021 effective date. The RFP for the Tax Sheltered Annuity Program is "already on the street" and was released on 2/1/2019 and proposals will be received on 3/21/19.

(a) The RFP number is FY20-013-0-2020 CH. The RFP is posted at www.demandstar.com and includes a timeline. It is anticipated that the new agreement will be finalized prior to 7/1/19.

(b) It is anticipated that the new consultant will conclude any services related to this matter, if needed.

However, services relating to a bid protest, if applicable, would not be the responsibility of the new consultant.

➤ QUESTION #85

Sections 4.4.2.26 and 4.4.2.27 – Can SBBC provide the name of the consulting firm that is currently providing all GASB and OPEB reporting?

(a) Is the request in 4.4.2.26 for GASB 10 or GASB 75? If the request is for GASB 75, what is the difference between Section 4.4.2.26 and 4.4.2.27 request?

(b) Can SBBC also provide the most recent GASB and OPEB study?

CORRECTED ANSWER TO QUESTION #85

(a) Please amend 4.4.2.26 as follows: "Proposer will have on staff or hire as a consultant actuarial personnel to provide routine annual reserving, ~~analysis of Governmental Accounting Standards Board (GASB) rules~~ and estimating cash flow adjustments. Assist with analysis of funding and contributions for plan projections, including preparation of various contribution models to evaluate changes, including salary range structures."

The inclusion of GASB rules in the Scope of Services was in error.

(b) The requirements for GASB and OPEB studies have been deleted from the Scope of Services. The GASB and OPEB studies are not available.

SEE PAGE 16 OF 71 PAGES – REVISED-A – FOR CORRECTED SCOPE OF WORK.

➤ QUESTION #96

Due to the potential number of questions, will SBBC consider an extension to the proposal due date?

CORRECTED ANSWER TO QUESTION #96

No. The proposal due date is April 3, 2019 at 2 pm.

Yes. The proposal due date is amended to April 8, 2019 at 2 pm.

SECTION 2, INTRODUCTION AND GENERAL INFORMATION

- 2.6 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by the Superintendent's Insurance & Wellness Advisory Committee.

All responsive Proposals will be evaluated by the Superintendent's Insurance & Wellness Advisory Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of Services will be evaluated and points assigned by the Superintendent's Insurance Advisory Committee and Category d.) Supplier Diversity & Outreach Program will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend

SECTION 3, CALENDAR

February 25, 2019	Release of RFP FY20-010
March 6, 2019	*Non-Mandatory Proposers' Conference (See Section 2.2)
March 11, 2019	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
<u>April 8, 2019*</u>	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
April 26, 2019*	*Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at TSSC Annex (former bank lobby) 7770 West Oakland Park Boulevard Sunrise, Florida 33351-6704 at 9:00 AM, ET
April 30, 2019	Posting of Recommendation

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SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.26	<u>Actuarial Services:</u> Proposer will have on staff or hire as a consultant actuarial personnel to provide routine annual reserving, analysis and estimating cash flow adjustments. Assist with analysis of funding and contributions for plan projections, including preparation of various contribution models to evaluate changes, including salary range structures.			
4.4.2.27	Actuarial staff will provide annual State of Florida 112.08 annual filing for a self-insured health plan.			
4.4.2.28	Actuarial staff will provide annual Medicare Part D Analysis.			
4.4.2.29	Actuarial staff will be available, at the request of SBBC staff, to provide projections for plan changes and renewals.			
4.4.2.30	<u>Claims Audit Services</u> Provide annual medical and prescription audit as a review of claims transactions for the purpose of assessing the accuracy of benefit determinations. Annual audit will encompass review of 250 medical and 250 prescription claims.			
4.4.2.31	<u>Legal Services</u> Have legal consulting services available with staff knowledgeable about employee benefit laws and issues, compliance issues, tax laws, and collective bargaining.			
4.4.2.32	<u>Medical/Pharmacy Resource Services</u> Provide access to medical and pharmaceutical consulting services available through a Florida licensed physician/pharmacist knowledgeable about local and national managed care issues, who can respond in both verbal and written form to questions or issues. In particular, have pharmacy consulting expert available to review impact of annual formulary changes.			

SEE ADDITIONAL SCOPE OF SERVICES PAGE 16A (Next Page)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

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Nora Rupert

Robert W. Runcie
Superintendent of Schools

March 22, 2019

ADDENDUM NO. 2

RFP #FY20-010

CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. Attached are responses to the questions received.
2. **DELETE:** Page 7 of 71 Pages **INSERT:** Page 7 of 71 Pages – **REVISED** -

Note: There is a change in the Evaluation Meeting date. The change in the meeting date is changing from April 26, 2019 to **April 29, 2019**. The time and location of the meeting remain unchanged. See page 7 of 71 Pages – **REVISED** -

The posting of the recommendation/tabulation date has changed from April 30, 2019 to **May 1, 2019** at 3:00 PM. See page 7 of 71 Pages – **REVISED** -

The change in dates as stated above shall reflect these changes throughout the pages in the RFP, where indicated.

3. **DELETE:** Page 11 of 71 Pages **INSERT:** Page 11 of 71 Pages – **REVISED** -
DELETE: Page 15 of 71 Pages **INSERT:** Page 15 of 71 Pages – **REVISED** -
This revised page must be returned with your submitted proposal.
DELETE: Page 16 of 71 Pages **INSERT:** Page 16 of 71 Pages – **REVISED** -
This revised page must be returned with your submitted proposal.
INSERT: Page 16A of 71 Pages – **INSERT** -
This inserted page must be returned with your submitted proposal.
DELETE: Page 6 of 71 Pages **INSERT:** Page 6 of 71 Pages - **REVISED**

By virtue of signing the "Required Response Form", Page 1 of RFP #20-010 Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

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

SECTION 2, INTRODUCTION AND GENERAL INFORMATION

- 2.6 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
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All responsive Proposals will be evaluated by the Superintendent's Insurance & Wellness Advisory Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of Services will be evaluated and points assigned by the Superintendent's Insurance Advisory Committee and Category d.) Supplier Diversity & Outreach Program will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend

SECTION 3, CALENDAR

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April 29, 2019* Meeting date changed	*Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at TSSC Annex (former bank lobby) 7770 West Oakland Park Boulevard Sunrise, Florida 33351-6704 at 9:00 AM, ET
May 1, 2019	Posting of Recommendation at 3:00 PM

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➤ **QUESTION #1**

Please outline the Scope of Services for the retirement services expected in the contract.

ANSWER TO QUESTION #1

4.4.2.17 of the RFP should be amended to read: Plan Review for all benefits, including health plan, prescription plan, dental, vision, life insurance disability, voluntary benefits and retirement plans. . . .

4.4.2.20 of the RFP should be amended to read: Assist and collaborate with SBBC staff in the development, evaluation, assessment, analysis and summary of employee benefit and retirement plan RFPs and . . .

4.4.2.27 - The Scope of Services for retirement services will include, but are not limited to: (Page 16A – INSERT)

- *Assisting with RFPs for Retirement Service vendors, such as Retirement Plan Administration & Investment Management Services, Tax Sheltered Annuity Program and TPA Services for Tax Sheltered Annuity Program.*
- *Assisting with reviewing and preparing documents outlining various plan comparisons for employees.*
- *Assistance with annual review, analysis of Retirement Services and renewal negotiations.*
- *Prepare TSA Retirement Plan Benchmarking Analysis.*

Please refer to Section 4.4.2 for the complete Scope of Services and amended pages.

➤ **QUESTION #2**

Provide details on the retirement scope of services provided by the current provider during the last contract.

ANSWER TO QUESTION #2

Please see Response to Question #1.

➤ **QUESTION #3**

Were any of the retirement plan projects completed by the current consultant covered under the existing contract or as a work order?

ANSWER TO QUESTION #3

The retirement plan services provided during the current contract term (2015 – 2019) were provided as part of the flat annual fee, except for the TSA Benchmarking Analysis done in 2018. The fee for this project was \$25,000 and was in addition to the flat fee paid to the consultant.

➤ **QUESTION #4**

If it was a work order, what was the value and please provide a copy of the work order.

ANSWER TO QUESTION #4

Please see response to question #3.

➤ **QUESTION #5**

Please explain in detail how the SDOP determined that 3% was an appropriate goal for this contract.

ANSWER TO QUESTION #5

The 3% Goal for this solicitation is a non-mandatory subcontracting goal implemented by SDOP to secure SBE Participation at the subcontracting/sub-consulting level. The API identified and Implemented in this Solicitation is the Prime Evaluation Preference, where 10% of the available evaluation points are reserved for SBE Primes.

➤ **QUESTION #6**

What methodology was used to come up with the 3% total?

ANSWER TO QUESTION #6

*SDOP Implemented The 3% **NON-mandatory** subcontracting goal to secure SBE participation at the subcontracting/sub consulting level. The API implemented in this solicitation is the Prime Evaluation Preference, where 10% of the available evaluation points are reserved for SBE Primes.*

The methodology used by SDOP to implement a 3% subcontracting Goal on a Solicitations is as follows:

✓ **The Goal Setting Formula**

- *Number of SBBC-certified firms within an industry code;*
- *Number of firms identified within an industry code based on the U.S.; Census County Business Patterns;*
- *Percentage weight of the industry codes;*
- *Availability of firms; and*
- *Specialty or industry licenses and the unique nature of a particular project, etc.*

➤ **QUESTION #7**

Staff made it clear to the prime vendors that they can work with a vendor of any industry if they are certified by the School Board. However, the Disparity Study Procedure and Policy Update document dated (4/12/2016 page 23) recommends a M/WBE Mentor-Protégé Program. Shouldn't the School Board require the prime firm work with a SM/WBE in the same industry so they can gain experience working with a large entity.

ANSWER TO QUESTION #7

Yes, The Goal is to implement the Mentor Protégé Program in Commodities and Other Contractual Services. Currently, the Mentor Protégé Program has been piloted in construction solicitations where the largest disparity was identified. The API implemented for this Solicitation is the Prime Evaluation Preference, where 10% of the available evaluation points are reserved for SBE Primes. It is the intentions of SDOP to implement the SBE Mentor Protégé Program in Commodities and Other Contractual Services in the near future.

➤ **QUESTION #8**

Please explain in detail how the School board determined that a qualified firm is one that has experience working with 5 employers with 15,000 employees. As stated on the record, Orange County and Miami Dade County received 2-3 responses with a high minimum threshold. Palm Beach Schools yielded six proposals when the threshold was 10,000 employees.

ANSWER TO QUESTION #8

Section 4.2.3 of the RFP requires proposers to have experience with one client with a total of at least 15,000 employees. It was determined that the size threshold of 15,000 employees was necessary to confirm the proposers have sufficient experience servicing very large employers similar to SBBC. With the release of the previous Benefits Consulting RFP in 2015, the employee size threshold was reduced from 30,000.

➤ **QUESTION #9**

Please provide a copy of the sign-in sheet of attendees to the proposer's conference.

ANSWER TO QUESTION #9

A copy of the sign-in sheet from the proposer's conference is attached to this Addendum.

➤ **QUESTION #10**

Please provide a copy of the audio of the proposer's conference.

ANSWER TO QUESTION #10

The audio copy of the conference cannot be provided through this Addendum. It will have to be requested through a public request. Refer to Section 7.49 of the RFP.

➤ **QUESTION #11**

Is it the goal of the school board to limit the number of qualified respondents by creating an artificial barrier of a 15,000-life minimum?

ANSWER TO QUESTION #11

Please see Response to Question #8.

➤ **QUESTION #12**

There are only a few public and private sector employers with more than 15,000 employees in the state of Florida. Is it the goal of the school board to restrict participation to large multinational corporations with such a large minimum requirement?

ANSWER TO QUESTION #12

Please see Response to Question #8.

➤ **QUESTION #13**

Does the current benefits consultant meet with each of the 30,000 employees? If not, how many do they meet with in a given year?

ANSWER TO QUESTION #13

No. The current Benefits Consultant does not meet with individual employees. Additionally, the scope of services does not include meeting with individual employees.

➤ **QUESTION #14**

To open the door to more competition, please reduce the requirement to 3 client references with 10,000 or more employees.

ANSWER TO QUESTION #14

Section 4.4.1.15 is amended to read: "Provide references, including name, business address, contact person and title, telephone number, number of employees, service(s) performed and how long the account has been active for Proposer's five (5) largest clients by enrollment for which similar work was performed. This information must be completed on Attachment J and submitted with proposal."

➤ **QUESTION #15**

Retirement Plan Administration & Investment Management Services, Tax Sheltered Annuity Program and TPA Services for Tax Sheltered Annuity Program are not part of Health and Welfare Services. Shouldn't the School Board issue a separate RFP for these services?

ANSWER TO QUESTION #15

The District currently issues separate RFPs and have vendors under contract for Retirement Plan Administration & Investment Management Services, Tax Sheltered Annuity Program and TPA Services for Tax Sheltered Annuity Program.

The current consultant has been providing these services. It was added to the RFP to clearly outline the required services.

➤ **QUESTION #16**

Retirement Plan Administration & Investment Management Services, Tax Sheltered Annuity Program and TPA Services for Tax Sheltered Annuity Program were not included as part of the last RFP for Employee Benefits Consulting Services. Why were these services added to the contract?

ANSWER TO QUESTION #16

Please see Response to Question #15.

➤ **QUESTION #17**

Please list the staff member or members that determined that these retirement plan services should be included as part of the Employee Benefits Consulting Services RFP.

ANSWER TO QUESTION #17

Please see Response to Question #15.

➤ **QUESTION #18**

Please list the reasons why retirement plan services were added to a benefits consulting RFP.

ANSWER TO QUESTION #18

Please see Response to Question #15.

➤ **QUESTION #19**

Please explain the transparency tool being used currently?

ANSWER TO QUESTION #19

SBBC entered into an Agreement, effective on April 1, 2019 with U.S. Imaging Network LLC. and Vitals Smartshopper. The Transparency Tool will provide members with education on the healthcare cost for various places of services for different types of imaging services and assist health plan members in finding cost-effective, high-quality imaging services.

➤ **QUESTION #20**

Is the transparency tool used for health and welfare services or retirement plan services?

ANSWER TO QUESTION #20

Please see Response to Question #19.

➤ **QUESTION #21**

Please share details on the current transparency tools. Name, capabilities, contract term, fees, etc.

ANSWER TO QUESTION #21

Please see Response to Question #19. Also, a copy of the Agreement for the Transparency Tool can be found at:

[http://bcpsagenda.browardschools.com/agenda/01613/Item%20EE-5%20\(58083\)/index.html](http://bcpsagenda.browardschools.com/agenda/01613/Item%20EE-5%20(58083)/index.html)

➤ **QUESTION #22**

Is the transparency tool paid for by the consultant or the school district?

ANSWER TO QUESTION #22

The transparency tool is paid for by the school district.

➤ **QUESTION #23**

Please provide a copy of the agreement for the transparency tool.

ANSWER TO QUESTION #23

Please see Response to Question 21.

➤ **QUESTION #24**

Please share the scope of services for the Consultant being sued to assist in the selection process? Please share a copy of the contract or agreement with Siver Consultants who is responsible for overseeing this process.

ANSWER TO QUESTION #24

Please see attached Agreement.

➤ **QUESTION #25**

There is a conflict between the statements on page 10 of the RFP Section 4.4.1.7 and page 16 of the RFP item number 4.4.2.26-29. Page 10 allows for an on staff or contracted actuary and other positions. Page 16 of the RFP states that actuarial services should be done by on staff personnel for the services listed in 4.4.2.26-29. Will the School Board accept work by a qualified and certified actuary regardless if they are employed by the staff or contracted?

ANSWER TO QUESTION #25

Yes.

Section 4.4.2.26 of the RFP is amended to read: Actuarial Services. Proposer will have on staff or hire as a consultant actuarial personnel . . .

➤ **QUESTION #26**

Please list the total number of hours used for legal services in each of the last 3 years.

ANSWER TO QUESTION #26

With regards to outside legal services, our current consultants have not utilized any outside legal services as they have in-house attorneys locally, regionally and nationally. On average over the past three years, our consultants' legal team has spent approximately 35 hours per year on specific legal questions and educating our team on any new legislation that may impact our plan and the administration of the plans. The lead consultants and senior consultants have also

spent approximately 75 hours per year conducting legal research to respond to our questions on a variety of issues dealing with plan documents, Section 125, COBRA, etc.

➤ **QUESTION #27**

Please list the total number of hours or services used for Medical/Pharmacy Resource services.

ANSWER TO QUESTION #27

Our consultants have spent approximately 150 hours per year on issues related to our pharmacy program. Services have included but are not limited to - review of proposed formulary changes, cost impact review and recommendations, a competitive market check, rebate reconciliation, and more recently the current consultants have been requested to consider of ways to manage specialty pharmacy spend and review of prior-authorization requirements. These services are separate from analyses related to the analysis of pharmacy RFP responses and the evaluation of carve in and carve out pharmacy services. Depending on the number of RFP responses, these hours have varied. Our current consultant has a team of pharmacy consultants including numerous PharmDs and actuaries in conjunction with the lead and senior consultants. The onsite hours have varied each year depending on proposal activity in this area and agenda items for the committee and Board meetings.

➤ **QUESTION #28**

To allow small minority and woman owned businesses to participate in contracting opportunities the disparity study recommends unbundling services. Other agencies break up contracts to allow small businesses to participate. For example, medical and pharmacy (one contract) retirement plan services (second contract), and dental, vision, life and disability (third contract). Has the School Board considered breaking up this contract into multiple contracts with multiple service providers?

ANSWER TO QUESTION #28

No.

➤ **QUESTION #29**

Can you provide minutes from insurance committee for the last 6 months?

ANSWER TO QUESTION #29

The minutes from the insurance committee meetings for the last 6 months cannot be provided through this Addendum. It will have to be requested through a public request in accordance with Section 119.071 (1)(b).

➤ **QUESTION #30**

Provide the annual revenue to Gallagher for each year in the contract.

ANSWER TO QUESTION #30

A copy of Gallagher's Agreement and the First Amendment to the Agreement is attached. In addition to the flat fees outlined in the Agreement, Gallagher was also paid \$25,000 for the TSA Benchmarking project in 2018, \$45,000 for the second Life Insurance RFP in 2018 and \$15,000 for an employee survey in 2017.

➤ **QUESTION #31**

Can you provide a copy of the current contract with Gallagher?

ANSWER TO QUESTION #31

Please see Response to Question #30.

➤ **QUESTION #32**

Can you provide samples of the wellness newsletter? Can we have a link to the current website?

ANSWER TO QUESTION #32

The wellness newsletters are available at: <https://www.browardschools.com/Page/32053>. Please refer to the right margin and click on the link, Employee Wellness Newsletters.

➤ **QUESTION #33**

With regard to the website referenced in 4.4.2.25, is SBBC looking for the consultant to provide a benefits website or support SBBC with an existing website.

ANSWER TO QUESTION #33

The consultant will support SBBC staff regarding the website by providing requested comparisons and/or informational and educational documents.

➤ **QUESTION #34**

If the consultant is to provide a website, is the site a full benefits administration platform with enrollment capabilities or simply an educational site.

ANSWER TO QUESTION #34

Please see Response to Question #33.

➤ **QUESTION #35**

Is SBE participation a mandatory requirement or simply a scored metric

ANSWER TO QUESTION #35

*SBE participation is **non-mandatory**; however, Primes that are SBBC Certified S/M/WBEs will be awarded 10 evaluation points.*

➤ **QUESTION #36**

Is Part D actuarial a part of the scope?

ANSWER TO QUESTION #36

Yes. Please refer to Section 4.4.2.28 of the RFP.

➤ **QUESTION #37**

What are their expectations and needs surrounding open enrollment support; i.e., meetings, materials, etc.

ANSWER TO QUESTION #37

SBBC staff administers all aspects of the Open Enrollment process.

➤ **QUESTION #38**

What are their expectations and needs pertaining to open enrollment technology, if any and what is currently in place?

ANSWER TO QUESTION #38

Please see Response to Question #37.

➤ **QUESTION #39**

Please clarify if the item pertaining to a website dedicated to providing news and updates for benefits and wellness is already in place, and they are requesting content only – or are they requesting assistance with procuring or modifying existing technology?

ANSWER TO QUESTION #39

Please see Response to Question #33.

➤ **QUESTION #40**

What is the current total compensation for their current consultant/broker?

ANSWER TO QUESTION #40

Please see Response to Question #30.

➤ **QUESTION #41**

Please provide a copy of their last stewardship report.

ANSWER TO QUESTION #41

Not available.

➤ **QUESTION #42**

Please provide a copy of the current consultants Agreement with the School Board.

ANSWER TO QUESTION #42

See Response to Question 30.

➤ **QUESTION #43**

We understood that the diversity program could include a service that supports tangible materials (such as printing of benefits materials) through an approved SBE vendor. Please confirm.

ANSWER TO QUESTION #43

Confirmed.

➤ **QUESTION #44**

Retirement services – at the proposer's conference we were advised additional clarity will be provided to detail the expected retirement services scope. Please provide as soon as possible if this will be a part of the bid request.

ANSWER TO QUESTION #44

Please see Response to Question #1.

➤ **QUESTION #45**

Please provide existing Gallagher employee benefits contract to include addendums, project work orders and total cost assigned to the contract for the most recent contract period.

ANSWER TO QUESTION #45

Please see Response to Question 30.

➤ **QUESTION #46**

For separate projects outside of the scope of the current Gallagher contract, please provide the scope or statement of work, along with the hours by type of consultant, billable hours rate per consultant, and total cost for each project for the last three years.

ANSWER TO QUESTION #46

Please see Response to Question #30.

➤ **QUESTION #47**

Please provide any additional overrides or contingency commissions earned by Gallagher on behalf of SBBC. Also include fees paid to Gallagher by vendor and service provided by Gallagher to SBBC to receive compensation.

ANSWER TO QUESTION #47

Under the terms of the current RFP, Gallagher does not receive any type of overrides and/or commissions on behalf of SBBC from any of SBBCs benefits vendors.

➤ **QUESTION #48**

Is it acceptable to provide client names as references and provide the contact names and information only if we are selected as a finalist?

ANSWER TO QUESTION #48

Please see Section 4.4.1.15 of the RFP, as amended.

➤ **QUESTION #49**

RFP page 15 of 71: Website 4.4.2.25 — does this request pertain to SBBC's existing website or the creation of a new website by the winning bidder?

ANSWER TO QUESTION #49

Please see Response to Question #33.

➤ **QUESTION #50**

RFP Page 16 of 71: 4.4.2.27 — please identify what firm provides OPEB actuarial services, and the cost (hours per year) for this service for the past three years.

ANSWER TO QUESTION #50

Section 4.4.2.27 is amended as follows: Actuarial staff will provide annual State of Florida 112.08 annual filing for a self-insured health plan. ~~Actuarial Staff will provide Other Post Employment Benefits (OPEB) study for District as needed.~~

➤ **QUESTION #51**

Please identify what firm provides Medicare Part D actuarial services and the cost (hours per year) for this service for the past two years.

ANSWER TO QUESTION #51

The current Benefits Consultant has provided this service. No additional fees in addition to the annual flat fees were charged.

➤ **QUESTION #52**

Surveys and focus groups — please provide a detailed description of the services provided by the current consultant over the last three years in this regard. Please provide the hourly rate and number of hours spent on the services by year over the last three years.

ANSWER TO QUESTION #52

No focus groups were utilized over the past 3 years. An employee survey was developed and disseminated electronically in 2015. The flat fee for the project was \$15,000.

➤ **QUESTION #53**

RFP page 16 of 71: Claims Audit Services 4.4.2.30 — please identify what firm provides medical and drug claims audit services annually, as well as the scope and cost for each type of audit for the last two years.

ANSWER TO QUESTION #53

Medical and prescription claims audit services were not requested in the last two years. It is SBBC's intention to have the selected consultant perform this service annually in the future.

➤ **QUESTION #54**

Can we commit to partner with any current SBBC MWBE in our response if we are awarded the contract and receive the extra points?

ANSWER TO QUESTION #54

At the time of submission, the proposer must identify each SBBC-Certified SBE firm and the committed percentage of the total contract value. This must be listed on Form 00470 and 00475. To view the current list of SBBC-Certified SBE visit <https://www.browardschools.com/Page/32119>

➤ **QUESTION #55**

Is an Associate of the Society of Actuaries (ASA) designation acceptable for the Lead Actuary position?

ANSWER TO QUESTION #55

Yes. Please refer to Section 4.4.1.7 (d).

➤ **QUESTION #56**

Aside from the mention of the said retirement programs on RFP page 5: Retirement Plan Administration & Investment Management Services: RFP in 2020 for a contract effective 1/1/2021; Tax Sheltered Annuity Program: New contract being negotiated to be effective 1/1/2020; TPA Services for Tax Sheltered Annuity Program: RFP in 2020 for contract effective 1/1/2021, the entire RFP seems to be oriented toward health and welfare benefits, not retirement benefits. To what degree are you seeking consulting support regarding the listed retirement programs? Please provide a detailed scope, number of hours and work orders for the past three years.

ANSWER TO QUESTION #56

*Please refer to Response to Question #1 and Question #3.
Retirement Services are provided under the current Agreement.*

➤ **QUESTION #57**

To what degree are the retirement services you seek currently provided by Gallagher, or through your contract with Gallagher? Please provide a copy of the current scope, contract and pricing for said retirement plan services for the past two years.

ANSWER TO QUESTION #57

Retirement services have been provided by Gallagher. Please see Questions Responses to Questions #1, #3 and #56.

➤ **QUESTION #58**

What is SBBC's benefit strategy and value proposition to its employees?

ANSWER TO QUESTION #58

SBBC will be looking to proposers to assist in developing effective strategies.

➤ **QUESTION #59**

How does SBBC position its benefits program in the broader Total Rewards context?

ANSWER TO QUESTION #59

SBBC will be looking to proposers to assist in developing effective strategies.

➤ **QUESTION #60**

Are benefits a differentiator in attraction and retention?

ANSWER TO QUESTION #60

Yes.

➤ **QUESTION #61**

Does SBBC feel that its benefit strategy and value proposition is conveyed clearly and transparently to its employees? If so, what actions has SBBC taken to ensure this?

ANSWER TO QUESTION #61

SBBC strives to clearly and transparently educate and inform its employees about their various benefits options, which include making informed decisions regarding their health and medical services. Information is communicated in paper and electronic form to all Benefit eligible employees on an annual basis and when applicable, throughout the year. In addition, SBBC maintains a Benefits website where employees can obtain a multiplicity of information.

SBBC will also be looking to proposers to assist in developing new effective strategies.

➤ **QUESTION #62**

How does SBBC manage rolling out benefit plan innovation and the adoption of new approaches?

ANSWER TO QUESTION #62

Discussion of benefit plan innovation and the adoption of new approaches is introduced, discussed and recommended by the Superintendent's Insurance & Wellness Advisory Committee; then shared with the Board and implemented, when applicable.

➤ **QUESTION #63**

Has SBBC adopted a holistic approach to employee wellbeing? If so, please describe your current approach.

ANSWER TO QUESTION #63

The District's Wellness Program seeks to improve the overall physical wellbeing of its employees by encouraging them to pursue a healthy lifestyle through the use of education, health assessment and fitness activities. Complimentary Wellness Seminars and screenings are provided on a variety of personal topics.

SBBC will also be looking to proposers to assist in developing new, effective Wellness strategies.

➤ **QUESTION #64**

Is SBBC willing to agree to waive its rights to a jury trial or, in the alternative, agree to binding arbitration in the event of a dispute?

ANSWER TO QUESTION #64

No.

➤ **QUESTION #65**

The RFP notes that for the TPA Services for Tax Sheltered Annuity Program, you will issue an RFP in 2020 for a 1/1/2021 effective date. However, in the Non-Mandatory Proposer's Conference on March 6, 2019, you noted that the RFP is "already on the street" and that much of the grunt work should be done by the time the contract that is the focus of this RFP takes effect. To help us ascertain the level of support that you may need, please:

- (a) Provide the project timeline for the existing RFP related to the Tax Sheltered Annuity Program. This will help us understand how much of the grunt work will be done by the time a subsequent consultant is effective.
- (b) Given the familiarity your existing consultant will have with the Tax Sheltered Annuity Program RFP, to what extent are you open to having that consultant conclude the RFP and ensuing implementation process (including final contract negotiation)?

ANSWER TO QUESTION #65

The RFP for the TPA Services for the Tax Sheltered Annuity Program will be developed and released in 2020 for a 1/1/2021 effective date. The RFP for the Tax Sheltered Annuity Program is "already on the street" and was released on 2/1/2019 and proposals will be received on 3/21/19.

(a) The RFP number is FY20-013. The RFP is posted at www.demandstar.com and includes a timeline. It is anticipated that the new agreement will be finalized prior to 7/1/19.

(b) It is anticipated that the new consultant will conclude any services related to this matter, if needed.

➤ **QUESTION #66**

Insurance Requirements – Section 6.3 (page 22) and Section 2.13 (pages 44-44):

- a. Please confirm that it will be acceptable to SBBC that SBBC will be named as an additional insured on the Commercial General Liability Policy, but not on the Workers' Compensation, Employer's Liability, Professional Liability, Cyber Liability or Auto Liability Policy, and it will be via a Certificate of Insurance, not an endorsement.

- b. Please confirm that it will be acceptable to SBBC that any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to SBBC.
- c. Section 6.3.4 (page 23) and Section 2.13 (pages 43-44) Please confirm that the "Insured vs. insured" is not applicable since as stated above we cannot name you as additional insured on the Cyber Liability.
- d. Please confirm that if SBBC is willing to accept that our professional liability limits are each wrongful act/annual aggregate and our policy has a \$5 million retention.
- e. Section 6.3.8.2 (page 23) and Section 2.13(h)(2)(page 44) - Please confirm that the primary language be removed as it is our preference to have the SBBC's Commercial General Liability policy be primary.

ANSWER TO QUESTION #66

- a. Yes
- b. Yes
- c. No, Insured vs. insured must remain prohibited under Cyber Liability requirement.
- d. Each Wrongful Act is acceptable. \$5 million retention acceptable with a minimum \$10 million aggregate. Excess Professional Liability/Errors & Omissions is also acceptable.
- e. No, this is a minimum requirement for all vendors of SBBC.

➤ **QUESTION #67**

Special Conditions Section – Section 6.4.1 (page 24) – Please confirm that payroll records can be excluded as part of any audit.

ANSWER TO QUESTION #67

This cannot be confirmed.

➤ **QUESTION #68**

Section 7 – General Conditions:

- a. Section 7.1.2 (page 26) and Section 2.12(b)(page 43) – Can the Indemnification be limited to negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- b. Section 7.1 (page 26) If we were to offer indemnification limits above the requested \$10 million, how will that information be communicated and weighted as part of the scoring?
 - i. How will SBBC and the Committee evaluate and score larger multi-million dollar firms against smaller firms in the area of offering indemnification levels at or above the \$10 million dollars. Since the larger the firm the more protection for SBBC and its members to ensure that any errors can be covered.
- c. Section 7.16 (page 26) – Confirm that it is acceptable to name SBBC as an additional insured on its Commercial General Liability Policy but it will be via a Certificate of Insurance, not an endorsement.

ANSWER TO QUESTION #68

- a. In accordance with Section 4.2.1 of RFP, no changes to Section 7.1 will be considered.
- b. In accordance with Section 4.2.1 of RFP, no changes to Section 7.1 will be considered.
- c. Per Section 6.3.8 of RFP, liability insurance policies must contain additional insured provisions and certificates of insurance must also include the additional insured provisions of Section 6.3.8.

➤ **QUESTION #69**

Sample Agreement and Business Associate Agreement Sections:

- a. Section 2.05(b)(page 40) and Section 2.11 (page 42) – Please confirm that it is acceptable to SBBC for us to be allowed to retain all documents necessary for archival purposes and any confidential information stored as a result of backup email systems, which would be deemed infeasible to return.
- b. Section 2(e)(page 52) – Please confirm that it is acceptable to SBBC to provide three (3) business day notice vs notice in one (1) business day.

ANSWER TO QUESTION #69

- (a) Yes
- (b) No.

➤ **QUESTION #70**

Section 2.0 of the RFP:

- a. Please clarify and explain the services that are being provided as part of any of the retirement based RFPs.
- b. Section 2.5 – Please clarify the timeframe outlined for the notification of any price adjustment. Would the price adjustment be due to SBBC 30 days prior to the third anniversary date or 30 days prior to the end of the initial contract terms or some other timeframe?

ANSWER TO QUESTION #70

- a. Please see Response to Question #1.
- b. Section 2.6 of the RFP is amended to read as follows:

PRICE ADJUSTMENTS: *Prices offered shall remain firm through the Initial Contract Period. A request for price adjustment must be submitted in writing at least 270 days prior to the first renewal of the contract. If an increase is approved after the initial contract period, then the price agreed to for the first renewal contract period shall also be in effect if SBBC enters into a second renewal contract period. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed 3% per adjustment. SBBC reserves the right to not renew any contract regardless of price considerations.*

➤ **QUESTION #71**

Section 4 of the RFP:

- a. Section 4.4.1.7 must the proposer have on staff Retirement consultants and a broker dealer license to handle all retirement needs such as fee benchmarking, investment monitoring, and recommendations for fund replacements?
- b. Does the core team (such as lead consultant and actuaries) need to be within the tri- county area)?
- c. Section 4.4.1.17 – Is SBBC looking for copies of our ACCORD forms to ensure and provide the current levels of required insurance (as it is part of the minimum eligibility) to show at the time of our submittal that these levels are in place?
- d. Section 4.4.1.23 – Is this request specific to Lobbyists being utilized at SBBC or any lobbyists that we may use in Florida?

ANSWER TO QUESTION #71

- a. *Proposers must have "on employed staff or hire as a consultant" personnel with appropriate credentials to provide all required services, which includes those listed in question #71, "a" above.*
- b. *Although it is not a Minimum Eligibility criteria that the core team be located in the tri-county area, SBBC recommends that proposals address how availability issues will be managed, based upon distance to Broward County for key personnel, as members of the core team will be required to attend in-person meetings, at a minimum, on a monthly basis. Additionally, regular weekly and/or bi-weekly meetings may also be required depending on the project(s).*
- c. *Accord forms do not have to be submitted with proposals. Section 6.3.7 of RFP states that Proof of Insurance must be submitted within 15 days of execution of an Agreement.*
- d. *This is specific to lobbyists that may be utilized at SBBC.*

➤ **QUESTION #72**

Section 4.4.2.1 –

a. Must the proposer have legal consultants and resources available to meet with SBBC on these topics?

b. Today, is this required service on an unlimited basis and if so, will that be required in the new agreement?

c. In addition, are the requirements to continue to have unlimited webinars, onsite training, and other requested legal consulting services available to SBBC?

ANSWER TO QUESTION #72

a. Yes. Proposers must have “on employed staff or hire as a consultant” personnel with legal expertise. These experts should be available, if needed, to meet with SBBC. Often, legal guidance on a specific matter will be requested.

b. Currently, this service is provided on an unlimited basis. This will be required in the new Agreement.

c. The Scope of Services does not include “unlimited webinars” or “onsite training” by personnel with legal expertise.

➤ **QUESTION #73**

Section 4.4.2.2 - Must the proposer have system and tools available to determine the impacts of ACA/Healthcare Reform, and other key impacts (regulatory) to the SBBC plans? Are the services being provided today on an unlimited basis and if so, will that be required in the new agreement?

ANSWER TO QUESTION #73

Yes, the Proposers must have available resources and staffing available to provide needed review and advise. These services are being provided today on an as needed, unlimited basis and will be required in the new Agreement

➤ **QUESTION #74**

Section 4.4.2.4 – Must the Lead Consultants and Actuaries be in attendance (as well as Retirement Lead, Pharmacist and other practice areas) for the Superintendent’s Insurance & Wellness Advisory Committee and District Meetings?

(a) How often are these meetings conducted? Is this expected to change under the proposed new agreement?

(b) Is there any time over the past 3 years that there has been an increase in the number of these meetings?

(c) How many prep meetings are needed prior to each Committee/District Meeting? Is this expected to change under the proposed new agreement?

ANSWER TO QUESTION #74

It is anticipated that the Lead Consultant will attend most, if not all, Superintendent’s Insurance & Wellness Advisory Committee Meetings. Additional staff, such as actuaries and other specialist experts, will be expected to attend meetings where their subject matter is being discussed.

(a) On average, there is one Committee Meeting per month.

(b) In the last three (3) years there was a time when the monthly Superintendent’s Insurance & Wellness Advisory Committee Meetings were increased to twice per month in order to work on various plan design models that the Committee wanted to consider.

(c) Depending on the topics to be presented, several prep meetings may be required prior to presenting to the Committee. On occasion, there will be numerous meetings. This requirement will not change under the new Agreement and is included as part of the flat fee.

➤ **QUESTION #75**

Section 4.4.2.8 – Within the Basic Services – How many plan design and contribution variations have been discussed, developed and modeled in the past 3 years?

- (a) How many revisions and updates have been made to these models over the past 3 years?
- (b) Have the local actuaries been onsite to develop, model and present these to the District?
- (c) What has been the required turnaround time for models and revisions for the past year? Have there been requests for turnaround time within the same day? If so, how often are these types of requests being given to the current consulting firm during the past 3 years?

ANSWER TO QUESTION #75

- (a) *Over the past three years, our consultants have produced and presented over 60 actuarial models showing the financial impact of various plan designs and/or funding changes to our medical plans. Updates are made to all these models as additional claim data becomes available. Our consultants, have also produced and presented financial projections and design change impact for the dental, vision, life and disability plans. We estimate there have been approximately 15 models and updates in the past three years. All of these financial related services are presented by credentialed actuaries only.*
- (b) *The actuaries we work most with are local and were onsite at least 35 days per year in 2017 and 2018. So far, in 2019 the number of onsite days has increased when compared to prior years due to current labor negotiations. We expect this continue for most of 2019 and anticipate we will require projections on an on-call basis depending on union requests. As mentioned above, financials projections are performed by FSA and ASA actuaries only.*
- (c) *SBBC typically requests results on the financial and other impacts on the plan within the week of our providing the scenarios. Over the past 3 years, there have been numerous occasions the actuaries and consultants have been requested to provide same day cost estimates to present to the Committee, the Board and for labor negotiations. The current consultants/actuaries have also provided onsite real time modeling of various topics as needed. As mentioned above, due to the current labor negotiations, we may need close to immediate responses during the actual negotiations.*

➤ **QUESTION #76**

Section 4.4.2.9 –

- A. Does this Basic Service request the use of a data warehouse to receive independently from the carrier, validate claims data, utilization data, cost drivers, and health risk of the population?
- B. Is this data being overseen by local actuaries?
- C. Are you charged a separate fee for the use of a data warehouse or is this included in the fee flat?

ANSWER TO QUESTION #76

- A. *Yes. Proposers are encouraged to describe how they will effectively use this data to assist SBBC in developing their benefit strategies.*
- B. *Yes.*
- C. *A separate fee is not being charged for the use of a data warehouse.*

➤ **QUESTION #77**

Section 4.4.2.13 – Can you provide the number of meetings that have been held over the past 3 years, broken down by years?

- (a) How many prep meeting were held in preparing for the Committee meetings?
- (b) Clarify and explain the handouts that have been provided regarding RFP summary data/evaluations and other requested data? Will the RFP summaries and evaluations, continue to be a side by side comparison

of each vendors response for every element of the RFP - resulting in hundreds of pages of analysis for each Committee member? Consulting team to walk through each element of the analysis, but technical and explanation for each element. Are these meeting typically all day for the entire consulting teams?

ANSWER TO QUESTION #77

During the past three years, there have been the following number of Insurance Committee Meetings:

16/17 - 12 meetings

17/18 - 12 meetings

18/19 - 5 meetings (through December 2018)

(a) Please see Response to Question #74.

(b) Handout materials for RFP evaluation meetings are usually side by side comparisons of all Proposer responses. These meetings are often a whole day. Typically, only involved consulting staff will attend these meetings.

➤ **QUESTION #78**

Section 4.4.2.14 – How many meetings and models have been requested in the past 3 years to conduct collective bargaining?

(a) What level of consulting expertise has been part of the team (Lead, Actuary, other, etc.)?

(b) What is the turnaround for requested data – less than 24 hours?

(c) Today are these included on an unlimited basis, with senior staff?

ANSWER TO QUESTION #78

Over the past 3 years for the medical and prescription plans, numerous plan options have been considered and modeled for each renewal.

(a) For most meetings, the lead consultant attends the meetings. When needed, additional consulting staff e.g., Actuaries, Retirement Plan Specialist attend meetings.

(b) On occasion, a 24 hour turn around will be needed. For most plan options considered, SBBC often request a 3-4 day turnaround time.

(c) Yes, these services are included on an unlimited basis.

➤ **QUESTION #79**

Section 4.4.2.16 –

A. Over the past 3 years how many models and renewal options have been provided to the district?

B. On average how many lines of coverage are renewed each year?

C. Will these continue to require lead consultants and actuaries to attend each of these sessions?

ANSWER TO QUESTION #79

A. Over the past 3 years for the medical and prescription plans, numerous plan options are considered for each renewal. Also, annually, when changes to the prescription formulary are evaluated, the consultant will provide estimates of financial impact for various pharmacy formulary options, including the cost of not implementing recommended changes, if applicable.

B. Which lines of coverage are renewed each year depends upon the rate guarantees negotiated in contracts, as well as the number of contracts completing their third year.

C. Typically, the lead consultant will be present at these meetings. Actuarial staff will be requested to be present when it is anticipated that committee members will have specific questions for these experts.

➤ **QUESTION #80**

Section 4.4.2.17 – Does the Lead/Senior Level consultant attend and present the requests of these reviews?

ANSWER TO QUESTION #80

Typically, the lead consultant will be present and will present these reviews. Occasionally, another consultant will present these reviews.

➤ **QUESTION #81**

Section 4.4.2.18 – How often are the onsite and conference calls requested? How much notice is given for requested attendance for these meetings?

ANSWER TO QUESTION #81

On average, the consultants are present at two to three onsite meetings per month, including the Superintendents Insurance Committee Meeting. On average, 4 or 5 other conference calls occur each month. Reasonable notice is provided for most meetings and conference calls, but some will occur with little or no notice. .

➤ **QUESTION #82**

4.4.2.19 and 4.4.2.20 – What data/documentation will be requested to perform these functions? Will the data consist of a side by side comparison resulting in hundreds of pages of analysis and walking through this data with the Committee? Will Senior Level Consultants, Actuaries, Retirement Consultants, Legal Consultants and PharmD be present for an entire day for these meetings?

- i. On average, without emergency RFPs, how many RFPs are released and evaluated each year?
- ii. Is there a cap on the number of RFPs and the number of times an RFP can go out to bid within a given period of time?
 1. Have there been RFPs that have been marketed within the same 2 to 3 year period?
 2. Has there been emergency RFPs with less than a 1 - 2 week turnaround timeframe to develop and release an RFP and with less than a 1 – 2 weeks turnaround for the analysis?
- iii. With regards to RFP Protest, have the current consultants been available to coordinate, provide data, review and respond to protest documents and be available for testimony on behalf of SBBC for an unlimited amount of time? Is the request for this services to be part of the overall fee?

ANSWER TO QUESTION #82

It is expected that the completion of the work noted in Section 4.4.2.19 will include comprehensive, detailed documentation to assist committee members in decision-making. RFP proposal evaluations (4.4.2.20) will include more detailed analysis to “walk through” with the Committee. The staff expected to be present at a particular meeting will depend upon the topic. For example, we would not expect Retirement Consultants or Actuarial Staff to attend evaluation committee meetings for voluntary insurance benefits.

- i. *On average, the awarded consultant will work with SBBC staff on 2 or 3 RFPs each year.*
- ii. *No, there is no cap on the number of RFPs.*
 1. *There have been very few RFPs marketed within the same 2 to 3 year period in the past 5 years. Exceptions to this were for life insurance (RFP was re-issued) and for disability insurance.*
 2. *No, but when these RFPs were re-issued, faster than usual turn a rounds were required due to time constraints.*
- iii. *There was an RFP Protest in 2014. Services in responding to an RFP Protest are included in the Scope of Services in Section 4.4.2.20.*

➤ **QUESTION #83**

Section 4.4.2.22 – This service in the past was provided outside the scope of services and was provided on an hourly basis. Is the request for this service to now be part of the overall fee? Does this service also include reporting results? How many focus groups are expected to be conducted each year over the next 3 years?

ANSWER TO QUESTION #83

Please refer to Response to Question #52.

➤ **QUESTION #84**

Section 4.4.2.23 – Will it be acceptable to continue to provide annual notification that such overrides / supplemental commissions are not directly or indirectly being paid to the awarded firm?

ANSWER TO QUESTION #84

Yes.

➤ **QUESTION #85**

Sections 4.4.2.26 and 4.4.2.27 – Can SBBC provide the name of the consulting firm that is currently providing all GASB and OPEB reporting?

- (a) Is the request in 4.4.2.26 for GASB 10 or GASB 75? If the request is for GASB 75, what is the difference between Section 4.4.2.26 and 4.4.2.27 request?
- (b) Can SBBC also provide the most recent GASB and OPEB study?

ANSWER TO QUESTION #85

Please see Response to Question #50.

➤ **QUESTION #86**

Section 4.4.2.26 – Confirm that there is no limitation on the number of hours / services that are currently be done by the actuaries and that the senior actuaries perform and present this work.

Do the senior Actuaries attend all the requested meetings?

ANSWER TO QUESTION #86

There is no limitation on the number of hours or services that are currently done by actuarial staff, as long as it is included within the Scope of Services. Actuarial staff only attend onsite meetings, when appropriate.

➤ **QUESTION #87**

Section 4.4.2.28 – Confirm that the current scope includes full RDS related services and that this is part of the overall flat fee.

ANSWER TO QUESTION #87

The RFP Scope of Services includes this service within the overall flat fee.

➤ **QUESTION #88**

Section 4.4.2.30 – Clarify that the District is requesting an annual claims audit to be conducted?

ANSWER TO QUESTION #88

Confirmed.

➤ **QUESTION #89**

Section 4.4.2.31 – Does the current consultant provide these services in person?

ANSWER TO QUESTION #89

Legal expert staff will be requested to attend meetings in person when their expertise will be needed.

➤ **QUESTION #90**

Section 4.4.2.32 – Will these services be requested to be in person, as they have been in the past?

ANSWER TO QUESTION #90

Medical and Pharmacy expert staff will be requested to attend meetings when their expertise will be needed.

➤ **QUESTION #91**

Section 4.4 – Scope of Services –

A. Please confirm that the retirement services such as fee/expense benchmarking of all investments, fund monitoring, governance overview, assistance with the Bencor program, review of all retirement plan documents, review of contracts and agreements, ongoing suggestions for fund replacements is part of the basic scope of services and included in the overall flat fee.

B. In addition, will licensed retirement consultants need to continue to attend in person for all such meetings?

ANSWER TO QUESTION #91

A. Confirmed.

B. Licensed retirement consultants will be requested to attend any meetings when their expertise will be needed.

➤ **QUESTION #92**

Section 4.4.3 – Cost of Services – Will the scoring of the cost section be conducted by the Committee?

ANSWER TO QUESTION #92

Yes.

➤ **QUESTION #93**

Section 4.4.4 – Please confirm that the award of points will be given if the use of a S/M/WBE is utilized for services such as printing, buying supplies, giveaways or other services, as part of our daily business, as long as they are registered with SBBC.

ANSWER TO QUESTION #93

*Confirmed. Yes, ancillary services provided by SBBC Certified SBEs and listed on the form 00470 and Form 00475 will be counted towards the 3% Subcontracting/Sub-consulting Goal implemented on this Solicitation. (Points will be awarded to **non-SMWBE** Prime Vendors that commit to a minimum 3% of the total contract value to an SBBC Certified SBE)*

➤ **QUESTION #94**

Attachment A – Item Number 4 – Under the “Good Faith Effort Documentation” can you explain “must obtain a total of seventy (70) or more points in order to pass”.

ANSWER TO QUESTION #94

The Good Faith Effort Form does not apply to this Solicitation since the API implemented are non-mandatory.

➤ **QUESTION #95**

Will projects outside the Scope of Services continue on an hourly basis, such as new product offerings (RFP), special projects, etc.?

ANSWER TO QUESTION #95

Yes.

➤ **QUESTION #96**

Due to the potential number of questions, will SBBC consider an extension to the proposal due date?

ANSWER TO QUESTION #96

No. The proposal due date is April 3, 2019 at 2 pm.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.1 Proposer's Qualifications (Cont'd)

4.4.1.11 Approach to Required Services:

- a) Provide detail regarding your firm's ability to provide the required services in this RFP.
- b) Describe whether your firm or affiliate is involved in the sale of insurance products. Detail how your approach to the requested services will provide SBBC with independent advice and recommendations.

4.4.1.12 The successful Proposer must agree that they will not receive, directly or indirectly, any fees, commissions, contingent commissions, overrides, or other remuneration from any insurance company or administrator in relation to the placement or management of the employee benefits plans for the Board except for the fees herein proposed. Please confirm.

4.4.1.13 Provide a sample copy of a monthly claims/enrollment/funding update provided for a client's Insurance Committee meeting. Name of client can be redacted, if appropriate.

4.4.1.14 Provide a sample of benchmarking data provided to a client. Name of client can be redacted, if appropriate. Provide a sample of an annual health plan audit. Name of client can be redacted, if appropriate.

4.4.1.15 Provide references, including name, business address, contact person and title, telephone number, number of employees, service(s) performed and how long the account has been active for Proposer's five (5) largest clients by enrollment for which similar work was performed. This information must be completed on **Attachment J** and submitted with proposal.

4.4.1.16 Please state if your firm agrees to enter into the SBBC Sample Agreement (**Attachment E**) with no amendments. If amendments are proposed, please detail amendments with specificity, including providing amended wording for all recommended changes.

4.4.1.17 Provide proof that error and omissions insurance coverage exists for your firm.

4.4.1.18 Provide an example of how your firm is taking a leadership role within the industry.

4.4.1.19 Describe how your firm manages vendor relationships.

4.4.1.20 Describe two (2) major challenges confronting school districts in the state and how your firm can help meet those challenges. Please provide examples of successful past strategies.

4.4.1.21 Describe services your firm offers to implement employee surveys and/or focus groups.

4.4.1.22 Describe programs provided by your firm to other clients that support employee wellness.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.17	Plan Review for all benefits, including health plan, prescription plan, dental, vision, life insurance, disability, voluntary benefits and retirement plans. Plan review will include review of plan summaries, policies, agreements, and other relevant documents relating to each benefit.			
4.4.2.18	Participate in on-site and conference call meetings with SBBC staff, as needed.			
4.4.2.19	Actively facilitate any required negotiations of benefits, plan design, premium rates, benefits changes to existing insurance contracts and performance guarantees with vendors, subject to SIWAC's recommendation and Board approval.			
4.4.2.20	Assist and collaborate with SBBC staff in the development, evaluation, assessment, analysis and summary of employee benefit and retirement plan RFPs and vendor contracts from concept(s) through the conclusion of any Division Administrative Hearing resulting from a protest of the RFP process.			
4.4.2.21	Assist with resolution of administrative, invoicing and claims issues with all benefit vendors.			
4.4.2.22	Assist in developing and implementing employee surveys and/or focus groups.			
4.4.2.23	Agree to not receive, directly or indirectly, any fees, commissions, contingent commissions, overrides, or other remuneration from any insurance company or administrator in relation to the placement or management of the employee benefit plans for the Board except for the fees herein proposed.			
4.4.2.24	<u>Wellness Newsletter:</u> Provide Monthly Wellness Newsletter for electronic distribution. Accept and include personalized wellness subjects in the Newsletter, provided by Benefits Staff.			
4.4.2.25	<u>Website:</u> Support SBBC staff with the website dedicated to providing news and updates for the SBBC benefits and wellness program. Provide comparison, and/or informational/educational documents for posting on the website, when appropriate.			

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.26	<u>Actuarial Services:</u> Proposer will have on staff or hire as a consultant actuarial personnel to provide routine annual reserving, analysis of Government Accounting Standards Board (GASB) rules and estimating cash flow adjustments. Assist with analysis of funding and contributions for plan projections, including preparation of various contribution models to evaluate changes, including salary range structures.			
4.4.2.27	Actuarial staff will provide annual State of Florida 112.08 annual filing for a self-insured health plan.			
4.4.2.28	Actuarial staff will provide annual Medicare Part D Analysis.			
4.4.2.29	Actuarial staff will be available, at the request of SBBC staff, to provide projections for plan changes and renewals.			
4.4.2.30	<u>Claims Audit Services</u> Provide annual medical and prescription audit as a review of claims transactions for the purpose of assessing the accuracy of benefit determinations. Annual audit will encompass review of 250 medical and 250 prescription claims.			
4.4.2.31	<u>Legal Services</u> Have legal consulting services available with staff knowledgeable about employee benefit laws and issues, compliance issues, tax laws, and collective bargaining.			
4.4.2.32	<u>Medical/Pharmacy Resource Services</u> Provide access to medical and pharmaceutical consulting services available through a Florida licensed physician/pharmacist knowledgeable about local and national managed care issues, who can respond in both verbal and written form to questions or issues. In particular, have pharmacy consulting expert available to review impact of annual formulary changes.			

SEE ADDITIONAL SCOPE OF SERVICES PAGE 16A (Next Page)

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.27	<u>Retirement Services</u> <ul style="list-style-type: none">•Assisting with RFPs for Retirement Service vendors, such as Retirement Plan Administration & Investment Management Services, Tax Sheltered Annuity Program and TPA Services for Tax Sheltered Annuity Program.•Assisting with reviewing and preparing documents outlining various plan comparisons for employees.•Assistance with annual review, analysis of Retirement Services and renewal negotiations.•Prepare TSA Retirement Plan Benchmarking Analysis.			

SECTION 2, INTRODUCTION AND GENERAL INFORMATION

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive Proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 2.3 Questions and Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding M/WBE participation.

- 2.3 **Questions and Interpretations:** The purchasing agent assigned to this RFP is **Mr. Charles V. High, C.P.M., A.P.P., MBA, Procurement & Warehousing Services, 754-321-0527** at the address listed in Section 6.1 via e-mail **charles.high@browardschools.com**. Any questions concerning any portion of this RFP must be submitted, in writing, to the school district's purchasing agent (or his/her designee). Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by Procurement & Warehousing Services and provided to all Proposers via DemandStar. No information given in any other matter will be binding on SBBC. Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, on or before **5:00 p.m. ET, March 11, 2019**. 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. The school district's purchasing agent and his/her designee and the school district's Director of Procurement and Warehousing Services and his/her designee each reserve the right to ask any or all proposers questions of a clarifying nature once proposals have been opened. The communications between proposers or prospective proposers and the school district personnel identified in this Section of the RFP shall not constitute a violation of Section 7.40 – "Cone of Silence" of this RFP.
- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2019 and continuing through December 31, 2022 (Initial Contract Period)**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's (SIWAC) recommendation to the Superintendent and the Board's approval, be extended for two (2) additional one-year periods (Renewal Contract Period). If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at a rate change not to exceed three (3%) percent for the previous year. Procurement & Warehousing Services will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the initial term of the contract (3-1/2 years) and as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.
- 2.5 **Price Adjustments:** **Prices offered shall remain firm through the Initial Contract Period.** A request for price adjustment must be submitted in writing at least 270 days prior to the first renewal of the contract. If an increase is approved after the initial contract period, then the price agreed to for the first renewal contract period shall also be in effect if SBBC enters into a second renewal contract period. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed 3% per adjustment. SBBC reserves the right to not renew any contract regardless of price considerations.

OPERATIONS & COMPLIANCE

BID #:	FY20-010
BID TITLE:	Consulting Services for Employee Benefits Program
MEETING TYPE:	Non-Mandatory Bidder's Conference
DATE:	3/06/19
TIME:	10:00 AM

FULL NAME	COMPANY & TITLE	PHONE	EMAIL ADDRESS	SIGNATURE
Kathy Gordon	Silver Insurance Cons	7275772780	Kgordon@silver.com	KGord
Barbara Crowe	Gallagher Benefits	986-707	barbara_crowe@ajg.com	Barbara Crowe
Dorlene Swaffar	Sunshine Insurance	786-208-1221	Dorlene.Keensy4@comcast.net	Dorlene Swaffar
Cynthia Alexander	CYNANOTARY/President	954 977 9905	cynthia@cynanotary.com	Cynthia Alexander
Cy Kondrich	Acn Analyst	41765-661-555	Cy.Kondrich@comcast.net Cy.Kondrich@comcast.net	Cy Kondrich
Mark Cohen	SBBC	784-321-0110	mcohen1@browardschools.com	Mark Cohen
Ernesto De la Hoz	SDOP		ernesto.de.la.hoz@browardschools.com	Ernesto De la Hoz
Katherine Pritchett	USI	9542181558	Katherine.Pritchett@usi.com	Katherine Pritchett
Paul Shumway	WillisTowers Watson	786-778-0284	Paul.Shumway@willisTowersWatson.com	Paul Shumway
Mike Gelin	Gelin Benefits Group	984 260-081	Mike@gelinbenefitsgroup.com	Mike Gelin
Teri Fuentes	Lockton / Sr. Vice President	305-582-1977	tfuentes@lockton.com	Teri Fuentes
Dildra M. OGBURN	BROW. & H. BENEFITS	754-321-3100	Dildra.Ogburn@browardschools.com	Dildra M. OGBURN
Charles High	SBBC - P.A.	754-321-0527	Charles.High@browardschools.com	Charles High

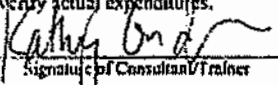
CONSULTANT AGREEMENT

I, E.W. SIVER & ASSOCIATES, INC. DBA SIVER INSURANCE CONSULTANTS, have been requested to serve as
 CONSULTANT/TRAINER for the School Board of Broward County, Florida on
FEBRUARY 4, 2019 JUNE 14, 2019 for SEE DATES day(s) to perform the following services:
 Date(s) Time(s)

PROJECT/PROGRAM TITLE: CONSULTING SERVICES FOR EMPLOYEE BENEFITS

COMPONENT TITLE: BENEFITS CONSULTING RFP ANALYSIS

☐ Develop New Program ☒ Deliver Program ☐ Evaluate Program ☐ Special Project
 I understand that this agreement may be terminated if there is insufficient enrollment/attendance in the course assigned.

Business Event Type	Business Event #	Signature of Consultant/Trainer	Date
TO BE FILLED OUT BY CONSULTANT: PRIVATE/NON-BROWARD COUNTY CONSULTANT /TRAINER My DAILY FEE is \$ <u>SEE PROPOSAL</u> My HONORARIUM total amount is \$ _____ My estimated expenses \$ _____ (*) Is Consultant or employee(s) of Consultant currently employed by SBBC? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check appropriate box) If Yes, provide complete name of employee and school or department where employee is employed. _____ Upon completion of these services, I will forward the necessary INVOICE and TRAVEL INVOICE and receipts (airline, hotel, airport parking, etc.) to verify actual expenditures. <div style="display: flex; justify-content: space-between;"> <div>  Signature of Consultant/Trainer </div> <div> <u>59-1712226</u> Social Security Number/EIN </div> <div> <u>727-577-2780</u> Home Telephone </div> <div> <u>727-579-8692</u> Fax Number </div> <div> <u>ESIVER@SIVER.COM</u> Email Address </div> </div> <div style="display: flex; justify-content: space-between;"> <div> MAILING ADDRESS: <u>P.O. BOX 2103</u> Street </div> <div> <u>ST. PETERSBURG</u> City </div> <div> <u>FL</u> State </div> <div> <u>33742-1343</u> Zip Code </div> </div>			

REQUESTING ADMINISTRATOR DR. DILDRA MARTIN-OSBURN Position/Title DIRECTOR
 Department/School/Center BENEFITS Telephone 754-321-3100 Date 12/10/18

Request for CONSULTANT/TRAINER services is hereby approved in accordance with existing School Board policies. Agreements valued at \$50,000 or higher require School Board Approval.

[Signature] Date 12/14/18
 Signature of Principal/Administrator
[Signature] Date 12/14/18
 Senior Leadership Team Member
[Signature] Date 12/18/18
 Signature of Superintendent

(*) **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** In accordance with the State of Florida Statute 112.313 (7) (a), No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full faithful discharge of his or her public duties.

EXPENSES WILL BE CHARGED AS FOLLOWS:

Check Request No.	Agency	Account Number	Amount	Invoice Number	Invoice Date	Invoice Due Date	Invoice Status	Invoice Type	Invoice Description
3571	22110200	999909999	1000						
	3350000	0000	000000000	0000	000000000000	00000000	00000000000	000000000000	

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature.

Also Click Here to Register in the new eProcure Online Supplier Portal



801 94th Avenue North, Suite 202
St. Petersburg, Florida 33702
Post Office Box 21343
St. Petersburg, Florida 33742
Telephone: (727) 577-2780

Email: kgordon@siver.com

December 11, 2018

Ms. Judith M. Marte
Chief Financial Officer
600 SE Third Avenue
Fort Lauderdale, FL 33301

Subject: Consulting Services – RFP for Employee Benefit Consulting Services

Dear Ms. Marte:

Thank you for considering Siver Insurance Consultants (Siver) to provide consulting services to the School Board of Broward County (the School Board) to develop and manage an Employee Benefit Consulting Services procurement process. We are pleased to provide you with the following proposal outlining our experience, qualifications and a description of our approach to the Scope of Services.

SIVER'S QUALIFICATIONS

We believe that Siver is uniquely qualified to provide the consulting services sought by the School Board. In our opinion, what Siver offers is best summarized as:

- Independence
- Objectivity
- Integrity
- Expertise
- Experience

Independence, Objectivity and Integrity

Siver is not an insurance company, insurance agency, insurance broker, third party administrator, or employee. Siver is not owned or controlled by an insurance company, insurance sales organization, or third party administrator. Further, Siver does not own or control any insurance company, insurance sales organization or third party administrators.

SIVER INSURANCE CONSULTANTS

Judith M. Marte
December 11, 2018
Page 2

Expertise and Experience

Siver is independently owned and not related to, or affiliated with, any other organization. Siver is entirely owned by its officers and employees. We do not sell insurance, and we have no affiliations with any claims administration or managed care services. We do not receive, directly or indirectly, any commissions, contingent commissions or overrides. All of our income is directly derived from the fees we charge our clients. All income we receive as the result of, or in connection with, our services to a client will appear on our invoice to that client. We adhere to a strict code of ethics. We do not accept gifts, trips, prizes, or anything else of any value from vendors.

In short, we serve only you, our client. This approach assures our clients that Siver never has any vested interest in anything other than our clients' best interests, and that they may rely on our objective recommendations.

Siver Team

The following team of our professional staff will all likely be involved in performing the proposed services:

Kathy Gordon, ARM, AAI	Vice President and Senior Consultant
George Erickson, JD, CPCU, LLM	Executive Vice President
Jim Marshall, Jr., JD, CPCU, ARM	President
Theresa Conley, MPA, CEBS, RHU	Senior Consultant
Kathy Doak, ARM-P, AAI	Senior Consultant
Laura Rybka, JD	Senior Consultant

Kathy Gordon will be the lead Siver consultant for this project.

SCOPE OF SERVICES

We propose the following services to the School Board in the management of a Request for Proposals (RFP) process for employee benefit consulting services. Specifically, the project will include the following tasks:

- Work with the School Board to refine the RFP document. We will coordinate with purchasing and with your department to ensure the RFP document is consistent with your organization's purchasing requirements and that the document is effective in soliciting the needed services in a competitive manner.

In particular, we will review and discuss with yourself and involved staff the Minimum Qualifications and Scope of Services for the RFP and discuss the required fee structure for the employee benefit consulting services.

SIVER INSURANCE CONSULTANTS

Judith M. Marte
December 11, 2018
Page 3

- The RFP will include a draft administration agreement. The RFP will require proposers to agree to the terms of the draft agreement or to clearly detail any deviations.
- The RFP will include reasonable minimum qualifications so that evaluation time is spent reviewing firms with appropriate experience.
- If there is a pre-proposal meeting, we will attend and assist in responding to vendor questions.
- We will assist in developing any needed addendum to the RFP.
- We will review proposals received and prepare summary spreadsheets.
- We will attend and conduct an evaluation committee meeting to review the proposals.
- We will assist in developing the agenda/questions for any needed interview/presentation meetings.
- We will attend interview/presentation meetings.

SIVER FEES

As is our normal practice, if retained, we will bill the School Board monthly for consulting services. At the end of each month, we will provide an invoice describing the services performed. Entries on the invoice will include the date a particular service was performed, the name of the person providing the service, a general description of the work performed, the hourly rate, and the earned fee for our services during the month.

The following hourly fees will apply:

Senior Consultants	\$200 per hour
Support/Para-Professionals	\$ 50 per hour

** Typical business expenses (i.e., mileage, lodging, meals, etc.) are billed in addition on a pass-through basis, subject to Florida Statute 112.061.*

If we are retained to perform the services outlined in the preceding Scope of Services, we are willing to agree to a fee no more than \$35,000 including our expenses incurred for up to four (4) trips for meetings at the School Board.

If our fee for this project is less than the not-to-exceed maximum, we will, of course, bill you only the lesser amount.

SIVER INSURANCE CONSULTANTS

Judith M. Marte
December 11, 2018
Page 4

The maximum fees established for the project will be based on the following assumptions:

- School Board staff will promptly provide needed background information as requested.
- School Board staff will handle the required advertising and electronic distribution of the RFP to interested parties and will track the receipt and response to all inquiries. Siver will help with development of addenda that may have to be issued in response to inquiries received by School Board staff.
- Siver's standard competitive proposal format and review will be used fairly intact, without material modification.
- If proposal evaluation is to be conducted on a points scoring system, the scoring will be done by School Board staff and the selection committee, not by Siver. However, Siver will help staff and the selection committee with developing the scoring categories and the points to be assigned during scoring.
- The assignment will end on the date the School Board is intended to approve the final purchase. If the School Board, for any reason, should decide to reject and/or resolicit proposals, Siver shall be entitled to bill any subsequent time and expenses.

PROJECT TIMELINE

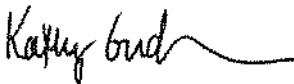
Please see the attached project timeline. The timeline assumes a July 1, 2019 effective date for a new agreement.

CLOSING

We appreciate the opportunity to provide this proposal to the School Board of Broward County. If any additional information is needed, please let us know.

Very truly yours,

SIVER INSURANCE CONSULTANTS



Kathy Gordon, ARM, AAI
Vice President



801 94th Avenue North, Suite 202
St. Petersburg, Florida 33702
Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780
Fax: (727) 579-8692

Email: kgordon@siver.com

December 11, 2018

Suggested Timeline

The School Board of Broward County 2019 Request for Proposals (RFP) Process Employee Benefit Consulting Services RFP

The following timeline assumes a July 1, 2019 effective date for a new agreement.

Task	Date
Decision to move forward with RFP process	December 19, 2018
The School Board to provide Siver with current RFP "boilerplate" document from purchasing and last Employee Benefit Consulting RFP to begin RFP draft	December 19, 2018
Siver will provide the School Board with draft RFP and with listing of needed reports/additional information for RFP	January 9, 2019
Siver and School Board staff will meet to discuss Minimum Qualifications, Scope of Services and Fees for RFP	January 16, 2019
Finalize RFP	January 23, 2019
Release RFP	January 30, 2019
Question Deadline for RFP & Pre-proposal meeting	February 7, 2019
RFP Return	February 27, 2019
Siver to provide summary spreadsheets	March 12, 2019
Evaluation Committee Meeting	March 20, 2019
Interview, If Needed	March 27, 2019
Committee Recommendation	March 27, 2019
School Board Approval	May 2019
New Contract Effective Date	July 1, 2019

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. E. W. Siver and Associates, Inc.	
	2 Business name/disregarded entity name, if different from above Siver Insurance Consultants	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 21343	Requester's name and address (optional)
	6 City, state, and ZIP code St. Petersburg, FL 33742	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
OR									
Employer identification number									
5	9		-	1	7	1	2	2	6

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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

SIVER

Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780
Fax: (727) 579-8692
Email: kgordon@siver.com

October 5, 2018

SENT VIA EMAIL

Aston A. Henry, Jr.
Director
Risk Management
School Board of Broward County
600 SE Third Avenue
Fort Lauderdale, FL 33301

Subject: Insurance Consulting Services

Dear Mr. Henry,

We are pleased to have this opportunity to respond to provide a proposal for insurance consulting services to the School Board of Broward County (SBBC). We sincerely believe that this proposal will demonstrate that E. W. Siver and Associates, Inc. dba Siver Insurance Consultants ("Siver") is the best consulting firm to provide insurance and risk management consulting services for SBBC.

WHY SIVER?

In our opinion, Siver is uniquely qualified to provide these proposed services. Briefly, what Siver offers is best summarized as:

- Independence
- Integrity
- Expertise
- Experience

Independence and Integrity

Siver is an independent insurance consulting firm. We are independently owned and not related to, or affiliated with, any other organization. We do not sell insurance, nor do we receive, directly or indirectly, any commissions, contingent commissions or overrides. Siver's sole source of revenue is the fees paid to us by our clients in exchange for the amount of time we spend providing services to those clients. In addition, we adhere to a strict code of ethics. We do not accept gifts, trips, prizes, or anything else of value from vendors. This approach assures our clients that Siver never has any vested interest in anything other than our clients' best interests, and that they may rely on our objective recommendations.

Expertise and Experience

Established in 1970, Siver provides corporate and governmental clients with independent advice and opinions on matters involving insurance, risk management, and employee benefits.

FLORIDA SCHOOL AND GOVERNMENT EXPERIENCE

Siver is uniquely able to provide the services needed by SBBC. We currently provide independent insurance consulting services for the following Florida schools and governments:

- Miami-Dade County Public Schools
- Broward County BOCC
- Duval County Public Schools
- Pasco County Public Schools
- City of Jacksonville
- Greater Orlando Aviation Authority; and
- Miami-Dade Aviation Department (Miami Dade County).

Please let us know if you would like us to provide specific references.

FLORIDA GOVERNMENT EXPERIENCE

One of the specific values we can provide to SBBC is our familiarity with Florida governments. At Siver, we pride ourselves on our extensive experience and knowledge of the insurance industry, specifically the insurance needs and issues of Florida public entities. We believe that our commitment to continued education and our emphasis on staying current in the insurance industry and Florida market trends differentiates us and allows us to provide our clients with the most accurate and unbiased recommendations and advice.

Siver provides ongoing consulting advice and independent reviews of insurance programs for a majority of our clients. Many of our clients have self-insured programs. Our extensive experience with the insurance programs purchased by most Florida governments give us a distinct advantage when providing coverage analysis and recommendations for improvements for our clients. We are often aware of coverage enhancements that have been granted for other Florida governments and recommend our clients request such enhancements.

We have worked with a number of Florida governments assisting with the implementation of many different types of contractual risk transfer mechanisms, including the development of contractual indemnification and insurance requirements language that is specifically tailored to address the individual client's level of risk tolerance and particular operations and services.

We also consistently work to stay up to date on new coverages being offered by the insurance industry and new forms being developed; for example, the changes to the certificates of insurance. We routinely send out "Client Alerts" for issues that develop because of new legislations, court decisions, and changes in insurance policies or practices.

We are familiar with federal, state and local laws with respect to property and casualty self-insurance/excess insurance programs applicable to Florida governmental units. Also, we have the ability to recommend program changes based on existing, proposed, or possible legislation.

George Erickson, the proposed Lead Consultant, and Laura Rybka hold Juris Doctor degrees and, although not in the practice of law, are members of the Florida Bar. Siver has worked extensively with our Florida governmental clients' legal counsel on many issues which arise because of their status as a Florida political entity. Siver has an active litigation support practice which constantly exposes us to emerging and complex legal issues, and allows Siver to work with and against some of the best law firms throughout the United States.

SIVER'S CONSULTANT QUALIFICATIONS

We are proposing the following team of our professional staff to provide services to SBBC:

George Erickson, JD, CPCU, LLM

Executive Vice President and Senior Consultant

George Erickson is a consultant for Property and Casualty Insurance and for Employee Benefits. He has over 25 years of experience in the insurance industry and 21 years of consulting experience. George has been a consultant with Siver since 1997. He holds a 220 General Lines (Property and Casualty) License.

Kathy Gordon, ARM, AAI

Vice President and Senior Consultant

Kathy Gordon is a consultant for both Property and Casualty Insurance and Employee Benefits. She has over 30 years of experience in the insurance industry and 20 years of consulting experience. Kathy has been a consultant with Siver since 2001. She holds a 218 Life and Health License and 220 General Lines (Property and Casualty) License.

Kathy V. Doak, ARM-P, AAI

Senior Consultant

Kathy Doak is a consultant for Property and Casualty Insurance. She has over 40 years of experience in the insurance industry and over 30 years of consulting experience. She has been a consultant with Siver since 1985. She holds a 220 General Lines (Property and Casualty) insurance license.

Mr. Aston A. Henry, Jr.
October 5, 2018
Page 4

Laura M. Rybka, JD
Consultant

Laura Rybka is a consultant for both Property and Casualty Insurance and Employee Benefits. She has over 15 years' experience in the litigation of insurance matters and 4 years of consulting experience. Laura has been a consultant with Siver since 2014. She holds a 220 General Lines (Property and Casualty) License and a Florida 215 Health, Life and Variable Annuities License.

All Siver consultants are licensed in Florida, consistent with state requirements pertaining to conducting insurance related business in the state. All consultants are involved in continuing education programs related to the insurance industry. We have included copies of CVs for the above individuals to this letter of interest.

SIVER FEES

As is our normal practice, if retained, we will bill SBBC monthly for consulting services. At the end of each month, we will provide an invoice describing the services performed. Entries on the invoice will include the date a particular service was performed, the name of the person providing the service, a general description of the work performed, the hourly rate and the earned fee for our services during the month. Our fees will develop on the following basis:

Consultants	\$200 per hour
Associate Consultant	\$150 per hour
Support/Para-Professionals	\$ 50 per hour

We can always provide a not-to-exceed maximum fee for a specific project. If applicable, travel expenses will apply in addition to our hourly fees.

CLOSING

We appreciate the opportunity to offer this proposal to SBBC. If you have any questions or need any additional information regarding our firm, please let us know.

Sincerely,

SIVER INSURANCE CONSULTANTS



Kathy Gordon, ARM, AAI
Vice President

Enclosures: Consultant CVs

SIVER INSURANCE CONSULTANTS

GEORGE W. ERICKSON, JD, CPCU, LLM **Executive Vice President and Senior Consultant**

EDUCATION

Graduate of Duke University School of Law (Juris Doctor and Masters - International and Comparative Law), 1996; Attended the Institute of Transnational Law, Brussels, Belgium, 1994; Cum Laude Graduate of University of South Florida (B.A. - Finance), 1992. Received the Chartered Property and Casualty Underwriter (CPCU) designation from the American Institute for Chartered Property and Casualty Underwriters (AICPCU) in 2001.

BUSINESS EXPERIENCE

Admitted to The Florida Bar, October 1996; Senior Consultant with Siver Insurance Consultants since 1997; Two years with a local agency as Property-Casualty and Life-Health Agent; Two years with an excess and surplus lines broker specializing in aviation and marine insurance and making placements with Lloyd's of London and other overseas and domestic insurance syndicates.

AREAS OF EXPERTISE

Senior consultant for property and casualty accounts. Extensive experience in: analysis of insurance coverage; contractual risk management; litigation support consulting and expert witness testimony for insurance claims and coverage issues; marketing, implementation and auditing of insurance and risk management programs for governments and private enterprise. Has been a guest lecturer on numerous insurance and risk management related-topics at educational events for the Risk and Insurance Management Society (RIMS), the Public Risk Management Association (PRIMA), the Florida Trial Lawyers Academy (FTLA), the Coalition of Florida Condominium Associations (CFCA), the Florida Educational Risk Management Association (FERMA), and the Association of Legal Administrators (ALA).

PROFESSIONAL ASSOCIATIONS

Florida Bar
Society of Chartered Property and Casualty Underwriters
Risk and Insurance Management Society (RIMS)
Public Risk Management Association (PRIMA)
Florida Educational Risk Management Association (FERMA)
Florida Association of Self-Insureds (FASI)

SIVER INSURANCE CONSULTANTS

KATHLEEN M. GORDON, ARM, AAI **Vice President and Senior Consultant**

EDUCATION

Graduate of St. Lawrence University in 1986 with a B.A. majoring in Philosophy. Graduated with Honors and Magna Cum Laude. Member of Phi Beta Kappa. Holds both 218 and 220 Florida Insurance License. Various Insurance Continuing Education courses to include completion of three parts CPCU, three parts AAI, and three parts ARM.

BUSINESS EXPERIENCE

Has worked in all facets of the insurance industry, including underwriting, agency sales, agency service and management and consulting. Specifically, has worked nine years in insurance agencies with responsibilities varying from large account service management to accounting. Further, has 18 years of insurance and employee benefits consulting experience where projects handled included insurance coverage reviews, marketing of property and casualty and employee benefit programs and administrative services, review of self-funded programs and captives, audits of employee benefit plans, employee benefit surveys and support for litigation services.

AREAS OF EXPERTISE

Senior consultant for property and casualty and employee benefits accounts. Over 20 years experience in: analysis of insurance coverage, marketing, implementation and auditing of insurance, risk management and employee benefits programs for governments and private enterprise. Extensive experience in the specific insurance needs and issues of Florida public entities of all sorts. Has been a guest lecturer at Public Risk Management Association (PRIMA), Florida Education Risk Management Association (FERMA), Florida Chapters of the National Institute of Governmental Purchasing (NIGP), and Risk and Insurance Management Society (RIMS) on various insurance related topics of relevance to risk managers.

SIVER INSURANCE CONSULTANTS

KATHY V. DOAK, ARM-P, AAI **Senior Consultant**

EDUCATION

Attended St. Petersburg College, St. Petersburg, Florida and College of the Desert, Palm Desert, California. Received the Associate in Risk Management (ARM) designation from the Insurance Institute of America in 1987 and expanded that designation to an Associate in Risk Management–Public Entities (ARM-P) in 2008. Received an Accredited Adviser in Insurance (AAI) designation from the Insurance Institute of America in 1989. Successfully completed six of eight courses in the Chartered Property and Casualty Underwriter (CPCU) curriculum towards earning the CPCU professional designation. Attends various insurance continuing education courses. Holds a 220 General Lines (Property and Casualty) insurance license.

BUSINESS EXPERIENCE

Consultant with Siver Insurance Consultants since 1985. Twelve years prior experience in the insurance industry in several fields, including claims, underwriting, sales, and loss control. Agency experience includes four years as a Commercial Lines Account Representative.

AREAS OF EXPERTISE

Senior consultant for property and casualty accounts. Over 25 years experience in the analysis of insurance coverage, marketing, implementation of insurance, and retainer activities for governments and private enterprise.

SIVER INSURANCE CONSULTANTS

LAURA M. RYBKA, JD

Consultant

EDUCATION

Graduate of DePaul University College of Law (Juris Doctor), 2002; received the General Intellectual Property Certificate; Graduate of the University of Illinois at Urbana-Champaign (Bachelor of Science – Psychology), 1996. Holds a FL 215 Health, Life and Variable Annuities License and a FL 220 General Lines Property and Casualty License.

BUSINESS EXPERIENCE

Admitted to The Illinois Bar, 2002; Admitted to The Florida Bar, 2016; Consultant with Siver Insurance Consultants since 2014; Over fifteen years' experience in the litigation of property and casualty matters, including first and third party claims, insurance coverage disputes, commercial liability, workers' compensation, directors and officers, personal injury coverage, insurance fraud and defense and prosecution of insurance bad faith claims. Five years prior experience with human resources and health programs including group medical insurance, group dental insurance, long-term and short-term disability programs; Two years management of benefit programs.

AREAS OF EXPERTISE

Consultant for property and casualty and employee benefits accounts. Extensive experience in: analysis of insurance coverage; marketing of property and casualty and employee benefit programs and administrative services; contractual risk management; employee benefit surveys and support for litigation services; workers' compensation and casualty claims audits.

PROFESSIONAL ASSOCIATIONS

Illinois Bar
Florida Bar
Chicago Bar Association
American Bar Association
Public Risk Management Association (PRIMA)
Risk and Insurance Management Association (RIMS)

FIRST AMENDMENT TO AGREEMENT

7th THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of November, 2018, 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

Gallagher Benefit Services, Inc.

(hereinafter referred to as "GBS"),
whose principal place of business is
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 16-017V - Consulting Services for Employee Benefits Program, dated April 23, 2015, and amended by Addendum One dated, May 11, 2015 (hereafter referred to as "RFP") which are incorporated by reference herein, for the purpose of receiving proposals for Consulting Services for Employee Benefits Program; and

WHEREAS, GBS offered a proposal dated, May 18, 2015, (hereafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP, and;

WHEREAS, SBBC and GBS entered into an Agreement dated, August 18, 2015 (hereafter "Agreement") for Consulting Services for Employee Benefits Program under RFP 16-017V; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

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:

ARTICLES

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

2.01 **Term of Agreement.** The term of this First Amendment to Agreement is January 1, 2019 through June 30, 2019.

3.01 **Cost of Services.** The annual fee for the period January 1, 2019 through June 30, 2019 is \$275,000, to be paid in monthly installments.

In addition, SBBC shall pay GBS the following hourly rates for special projects requested by SBBC, which fall outside of the negotiated scope of services of the Agreement:

Lead Consultant	\$270 per hour
Senior Consultant	\$250 per hour
Attorney	\$250 per hour
Consultant	\$170 per hour
Actuary	\$285 per hour

4.01 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement; then
- b) The Agreement dated, August 18, 2015; then
- c) Addendum Number One dated, May 11, 2015; then
- d) RFP 16-017V - Consulting Services for Employee Benefits Program; then
- e) The Proposal submitted by GBS in response to the RFP.

In case of any other doubts or difference of opinion, the decision of SBBC shall be final and binding on both Parties.

5.01 **Other Provisions Remain in Force.** Except as expressly provided herein, all other provisions of the Agreement remain in full force and effect.


6.01 **Authority.** Each person signing this First Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

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


FOR SBBC

(Corporate Seal)


ATTEST:


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

Approved as to Form and Legal Content:

 10/19/18
Office of the General Counsel

FOR GBS

(Corporate Seal)

ATTEST:

Gallagher Benefit Services, Inc.

By

Jeffrey P. Angello, Florida Area President

Printed Name:

Title:

, 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

17

day of

October

, 2018 by

Jeffrey P. Angello

of

Name of Person

Gallagher Benefit Services, Inc.

Name of Corporation or Agency

on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath.

FL

DL

Type of Identification

as

My Commission Expires:

Signature - Notary Public

Printed Name of Notary

Notary's Commission No.

(SEAL)



LANISIA BUTLER
Commission # GG 184420
Expires February 11, 2022
Bonded thru Budget Notary Services

AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

and

Gallagher Benefit Services, Inc.

(hereinafter referred to as "[GBS]"),
whose principal place of business is
Two Pierce Place
Itasca, IL 60143

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 16-017V Consulting Services for Employee Benefits Program, dated April 23, 2015, (hereafter referred to as "RFP") and Addendum No. One, dated May 11, 2015 which are incorporated by reference herein, for the purpose of receiving proposals for consulting services for employee benefits program; and

WHEREAS, GBS offered a proposal dated May 18, 2015, (hereafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP, and;

WHEREAS, GBS desires to provide to SBBC and SBBC desires to receive from GBS consulting services for employee benefits program described in the RFP.

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 October 1, 2015 and conclude on December 31, 2018. The term of this Agreement may by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory committee's approval, be extended for two (2) additional one-year periods (Renewal Contract Period). If needed upon, SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at a rate change not to exceed the PPI for the previous year. Procurement & Warehousing Services will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the initial term of the contract (3) years and as stated in Section 2.4 of this RFP. The Proposer agrees to this condition by signing its Proposal.

2.02 **Services.** GBS will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as negotiated and specified below:

The following additional services have been added to be included in the annual flat fee:

- Medicare Part D Analysis
- Plan Documents Review
- 112.08 Annual Filing
- Data Warehousing Tool
- 1 RFP per line of coverage per contract term
- Core Bid Protest Assistance/Support
 - Informal Protest Hearing
 - Producing request records and data previously produced by GBS
 - Lead Consultant to participate in initial deposition

2.03 **Cost of Services.** SBBC shall pay GBS the total flat annual fee, paid in monthly installments for employee benefit insurance consultant services to be provided to SBBC by GBS during the initial contract period from October 1, 2015 through December 31, 2018 as follows:

- 2015 - \$137,499
- 2016 - \$550,000
- 2017 - \$550,000
- 2018 - \$550,000

If SBBC elects to exercise its option after the initial contract period to extend the contract for one or both of the two (2) one-year renewal options and a rate increase is approved for the first renewal contract period, the increase shall also be in effect if SBBC enters into a second renewal contract period. Requests for price adjustments shall not exceed the percentage of change in the PPI Management and Technical Consulting Services #5416 for the previous 12 months of the anniversary date, but shall not exceed 3% per adjustment.

ARTICLE 2 – SPECIAL CONDITIONS

SBBC shall pay GBS the following hourly rates for special projects requested by SBBC, which fall outside of the negotiated scope of services for this contract:

Lead Consultant	\$270 per hour
Senior Consultant	\$250 per hour
Attorney	\$250 per hour
Consultant	\$170 per hour
Actuary	\$285 per hour

SBBC reserves the right to request a reduction in the hourly contract prices listed above, equal to the percentage of change of the PPI in the event of a reduction.

2.04 **Claims Auditing Services.** GBS agrees to conduct an annual randomly selected medical claims audit for review and financial evaluation, during the initial contract period.

2.05 **M/WBE** GBS will provide for M/WBE participation during its performance of services under this contract agreement by utilizing and M/WBE approved vendor and agrees to allocate a minimum of \$500 per RFP, preferable to a local Broward County vendor.

GBS also agrees to allocate a minimum of \$2,500 between October through December 2015 and thereafter \$5,000 annually (2016-2018) to the District's Broward Education Foundation for minority scholarships and for each one-year renewal period, if extended.

2.06 **Wellness Newsletter.** GBS agrees to pay \$500 annually towards the development of a monthly Employee Wellness Newsletter,

2.07 **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. One, dated, May 11, 2015 then;
- Third: RFP Number 16-017V - Consulting Services for Employee Benefits Program; then
- Fourth: The Proposal submitted in response to the RFP by Gallagher Benefit Services, Inc.

2.08 **Inspection of GBS's Records by SBBC.** GBS 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 GBS'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

ARTICLE 2 – SPECIAL CONDITIONS

and verify any and all invoices, billings, payments and/or claims submitted by GBS or any of GBS's payees pursuant to this Agreement. GBS'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. GBS'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) GBS's Records Defined. For the purposes of this Agreement, the term "GBS's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to GBS'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 GBS pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide GBS 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 GBS'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 GBS 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 GBS'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 GBS in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by GBS. If the audit discloses billings or charges to which GBS is not contractually entitled, GBS 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. GBS 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 GBS 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

ARTICLE 2 – SPECIAL CONDITIONS

Payee's costs from amounts payable by SBBC to GBS pursuant to this Agreement and such excluded costs shall become the liability of GBS.

(h) Inspector General Audits. GBS 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.

2.09 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 Broward County Public Schools 600 Southeast Third Avenue, 10th Floor Fort Lauderdale, Florida 33301
With a Copy to:	Director, Benefits & Employment Services 7770 W. Oakland Park Blvd. Sunrise, FL. 33351
To GBS:	Jeffrey P. Angello, Area President Gallagher Benefit Services, Inc. 2255 Glades Road, Suite 200E Boca Raton, FL. 33431
With a Copy to:	Barbara Crowe, Area Vice President Gallagher Benefit Services, Inc. 2255 Glades Road, Suite 200E Boca Raton, FL 33431

2.10 Background Screening: GBS 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 GBS or its personnel providing any services under the conditions described in the previous sentence. GBS 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 GBS and its personnel. The parties agree that the failure of GBS to perform any of the duties described in this section shall constitute a material breach of this Agreement

ARTICLE 2 – SPECIAL CONDITIONS

entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *GBS* 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 *GBS*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **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 GBS: *GBS* 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 *GBS*, its agents, servants or employees; the equipment of *GBS*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *GBS* or the negligence of *GBS*'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 *GBS*, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

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

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

ARTICLE 3 – SPECIAL CONDITIONS

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 GBS of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by GBS after the termination of this Agreement. GBS 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.

ARTICLE 3 – SPECIAL CONDITIONS

3.08 **Excess Funds.** If GBS receives funds paid by SBBC under this Agreement, it 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, GBS 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. GBS 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 GBS, or an officer, employee, agent, representative, contractor, or subcontractor of GBS to the extent that GBS or an officer, employee, agent, representative, contractor, or sub-contractor of GBS shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

ARTICLE 3 – SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual

ARTICLE 3 – SPECIAL CONDITIONS

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.

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

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

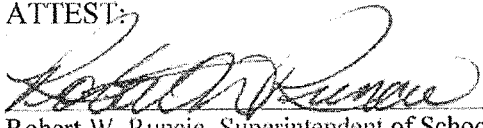
FOR SBBC

(Corporate Seal)

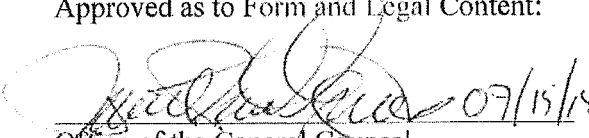
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 07/15/15
Office of the General Counsel

FOR GBS

(Corporate Seal)

ATTEST:

Gallagher Benefit Services, Inc.

By [Signature]
Jeffrey P. Angello, Area President

[Signature] Secretary
-or-
[Signature] Witness
[Signature] 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 Florida
COUNTY OF Palm Beach

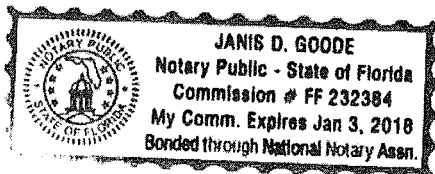
The foregoing instrument was acknowledged before me this 15th day of July, 2015 by Jeffrey P. Angello of Gallagher Benefit Services, Inc. on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

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

My Commission Expires:

[Signature]
Signature - Notary Public
Janis D. Goode
Printed Name of Notary
Jan 3 2018
Notary's Commission No.

(SEAL)





THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie
Superintendent of Schools

March 13, 2019

ADDENDUM NO. 1 RFP # FY20-010 CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. **DELETE:** Page 26 of 71 Pages **INSERT:** Page 26 of 71 Pages – **REVISED** –
Inserted 7.13, 7.14 and 7.15 **DELETED**

DELETE: Page 27 of 71 Pages **INSERT:** Page 27 of 71 Pages – **REVISED** –
Corrected typo from 7.23.1 to 7.24.1

DELETE: Cost Spreadsheet (Excel) ***INSERT: REVISED** – Cost Spreadsheet
Changed "Number of Years" to "Number of
Months" and changed the Number of Months
from 36 to 42. This revised spreadsheet must
be downloaded from Demandstar.

***REVISED** – Cost Spreadsheet (Excel) must be returned with your submitted proposal in order to be
considered for award.

By virtue of signing the "Required Response Form", Page 1 of RFP #20-010, Proposer certifies acceptance
of this Addendum.

Sincerely,

Charles V. High Digitally Signed

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

SECTION 7, GENERAL CONDITIONS

7.1 LIABILITY:

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

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise. Awardee's indemnification liability exposure within section 7.1.2 shall not exceed \$10,000,000 Annual Aggregate.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. **Failure to submit a completed and signed Required Response Form with their submitted proposal shall result in proposal to be found non-responsive and proposal rejected.** To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

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

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. **NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

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

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

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

7.7 **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.

7.8 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

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

7.10 **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.

7.11 **PAYMENT:** Services will be paid after the service has been performed and meets the requirements of the RFP and properly invoiced. All payments can be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.12 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.13, 7.14 and 7.15 - DELETED

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with Section 7.17 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of the contract.

7.17 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver services as a result of a RFP award, the Awardee agrees to Section 7.1 stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their proposal.

- 7.18 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.19 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof, thirty (30) calendar days after the Superintendent gives written notice to the other party/parties that a recommendation will be made to SBBC for the contract award's termination.
- 7.20 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to **The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301**. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance.
- 7.21 **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.
- 7.22 **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 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 (180 days)** 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.
- 7.23 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available service shall be provided and the best commercial practices are to prevail under this contract. All interpretations of this specification shall be made upon the basis of this contract.
- 7.24 **PRIORITY OF DOCUMENTS:** 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.
- 7.24.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.25 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.26 **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
- 7.27 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.28 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/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 S/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>.
- 7.29 **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.
- 7.30 **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.
- 7.31 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.32 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP or any other materials supplied in proposal. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.33 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.34 **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 Condition 6.0 of the RFP)



****REVISED****

Consulting Services for Employee Benefits Program

COMPANY NAME:

PROPOSER MUST OFFER PRICING FOR PARTS I, II, and III STATED BELOW IN ORDER TO BE CONSIDERED FOR AWARD.

Consulting Services for Employee Benefits Program (Attachment K - Cost of Services)

Instructions to Proposer:

1. Enter SBBC's cost in all pricing cells below for Parts I, II, and III.
2. Include ALL costs associated with each service.
3. Formulas will calculate based on pricing entered below.
4. **Submit electronic (.xls) and printed copy with your bid.**

Consulting Services for Employee Benefits Program
Please complete and submit electronic (.xls) and printed copy with your Proposal.

Description	Number of Months	Flat Monthly Fee	Extension
Part I			
Flat Annual Fee for Consulting Services	42		\$0.00
<i>The flat annual fee shall be all-inclusive to include, but not limited to: travel, providing reports, handouts, attending meetings, drafting RFP, consultant support and any other incidental charges</i>			
Total Part I			\$0.00

Description	Est. Hours	Rate Per Hour	Extension
Part II			
Lead Consultant	250		\$0.00
Senior Consultant	75		\$0.00
Attorney	100		\$0.00
Consultant	200		\$0.00
Fellow Actuary	200		\$0.00
Total Part II			\$0.00

Description	Rate Per Hour
Part III - ADDITIONAL INFORMATION	
Extra spaces are provided to add additional services in relation to this RFP	
Associate Actuary	
Medical Consultant (Florida Licensed Physician)	
Clerical	
Auditing Services	

(**) The quantities provided are only used for extension purposes
Parts I and II shall be used for assigning points for the Cost of Services section of the RFP.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair

February 25, 2019

Dear Prospective Proposers,

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie

Superintendent of Schools

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): FY20-010 – Consulting Services for Employee Benefits Program**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Consulting Services for Employee Benefits Program**. Any questions regarding this RFP should be addressed to Mr. Charles V. High, Purchasing Agent IV in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to Charles.high@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications 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 must go through the Purchasing Agent listed above.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

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

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Attachment A and Section 4.4.4)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/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 S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

• **NON-MANDATORY BIDDER'S CONFERENCE**

A Proposers' Conference will be held on **March 6, 2019 in the TSSC Annex (former bank building), 7770 West Oakland Park Boulevard, Sunrise, Florida 33351-6704 beginning at 10:00 am.** Representatives from all interested companies are encouraged to attend. (See Section 2.2)

• **REQUIRED RESPONSE FORM**

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

• **PROPOSAL SUBMITTAL FORMAT**

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

• **DUE DATE**

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

• **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment L**, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to charles.high@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future RFPs.

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

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

REQUEST FOR PROPOSALS (RFP)

RFP FY20-010

CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM



RFP Release Date: **February 25, 2019**

Non-Mandatory Proposer's Conference: **March 6, 2019 at 10:00 am, ET**
(See Section 2.2)

Written Questions Due: On or Before 5:00 p.m. ET
March 11, 2019
in Procurement & Warehousing Services Department

Proposals Due: * On or Before 2:00 p.m. ET
April 3, 2019
in Procurement & Warehousing Services Department

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

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

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	<p>The School Board of Broward County, Florida PROCUREMENT AND WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505</p>	<p>REQUEST FOR PROPOSAL (RFP)</p>
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DUE DATE: This Proposals must be submitted to the **Procurement & Warehousing Service Department**, The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET):**

RFP NO.:
FY20-010

RELEASE DATE:
February 22, 2019

PURCHASING AGENT:
Mr. Charles V. High
754-321-0527

April 3, 2019
and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

RFP TITLE:
CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM

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. **Original hard-copy and electronic versions MUST BE IDENTICAL to each other.** In the case of any discrepancy between the **ORIGINAL** hard-copy Proposal and the electronic version, the **ORIGINAL** hard-copy Proposal shall be the governing document. The two electronic versions in Microsoft Word 6.0 or higher on separate thumb drives and **25 hard-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 FY20-010), 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. (See Page 2 for formatting electronic data) 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.

SECTION 1 – Required Response Form

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).

Proposer's (Company) Name and state "Doing Business As", where applicable:

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

Address:	P.O. Address:
City:	City:
State:	State:
Zip Code:	Zip Code:
Telephone Number:	
Toll Free Number:	Contact Person:
Fax Number:	Contact Person's E-Mail Address:
Internet URL:	Contact Telephone Number:
E-Mail Address for PO:	

Proposers 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

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2, INTRODUCTION AND GENERAL INFORMATION

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

Services to be provided include analysis and design of benefits plans, including Internal Revenue Code Section 125 plans coupled with assistance in plan document drafting. In addition, the insurance consulting firm will provide consulting services, as necessary, on matters relating to the employee benefits program for SBBC as more fully described in Section 4.4, Scope of Services.

Details regarding current SBBC benefits can be found at the District's website <https://www.browardschools.com/Page/32016>.

As of January 1, 2019, the current enrollment for the Group Term Life Insurance, Disability Income Insurance, Dental Insurance and the Vision-Care Plan was approximately 26,500 employees. The health plan enrollment includes approximately 27,000 active employees and 1,200 retirees. There are approximately 1,500 employees who Opt-Out of medical coverage. **All plans are currently fully-insured with the exception of the medical plan, which is self-insured.** Also, detailed on the Benefits Department's website at www.browardschools.com/benefits is the enhanced employee-paid "buy-ups" where employees have the option, under the Cafeteria Plan/Flexible Spending Account programs to enhance or purchase additional coverages.

In general, most coverages and services are competitively marketed through a procurement process (RFP) every three to five years depending upon the market and our current contract terms. The following list shows the current projected schedule:

SERVICE	ANTICIPATED SCHEDULE
Administration of Flexible Spending Accounts	New contract being negotiated to be effective 1/01/2020
Retirement Plan Administration & Investment Management Services	RFP in 2020 for contract effective 1/1/2021
Group Disability Coverage	RFP in 2020 for contract effective 1/1/2021
Group Dental and Vision Benefits	RFP in 2021 for contract effective 1/1/2022
Group Term Life & ADD Insurance	RFP in 2023 for contract effective 1/1/2024
Medical ASO	RFP in 2022 for contract effective 1/1/2023
Voluntary Supplemental Insurance	RFP in 2022 for contracts effective 1/1/2024
Tax Sheltered Annuity Program	New contract being negotiated to be effective 1/01/2020
TPA Services for Tax Sheltered Annuity Program	RFP in 2020 for contract effective 1/1/2021
Transparency Tool	RFP in 2021 for contract effective 1/1/2022

Actual RFP schedules are subject to change.

SBBC is inviting Employee Benefit Consulting firms(s) to submit proposals to provide consulting services to SBBC on matters relating to Employee Benefit Programs.

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **March 6, 2019 in the TSSC Annex (former bank lobby), 7770 West Oakland Park Boulevard, Sunrise, Florida 33351-6704 beginning at 10:00 am.** Representatives from all interested companies are encouraged to attend.

SECTION 2, INTRODUCTION AND GENERAL INFORMATION

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive Proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 2.3 Questions and Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding M/WBE participation.

- 2.3 **Questions and Interpretations:** The purchasing agent assigned to this RFP is **Mr. Charles V. High, C.P.M., A.P.P., MBA, Procurement & Warehousing Services, 754-321-0527** at the address listed in Section 6.1 via e-mail **charles.high@browardschools.com**. Any questions concerning any portion of this RFP must be submitted, in writing, to the school district's purchasing agent (or his/her designee). Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by Procurement & Warehousing Services and provided to all Proposers via DemandStar. No information given in any other matter will be binding on SBBC. Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, on or before **5:00 p.m. ET, March 11, 2019**. 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. The school district's purchasing agent and his/her designee and the school district's Director of Procurement and Warehousing Services and his/her designee each reserve the right to ask any or all proposers questions of a clarifying nature once proposals have been opened. The communications between proposers or prospective proposers and the school district personnel identified in this Section of the RFP shall not constitute a violation of Section 7.40 – "Cone of Silence" of this RFP.
- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2019 and continuing through December 31, 2022 (Initial Contract Period)**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's (SIWAC) recommendation to the Superintendent and the Board's approval, be extended for two (2) additional one-year periods (Renewal Contract Period). If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at a rate change not to exceed three (3%) percent for the previous year. Procurement & Warehousing Services will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the initial term of the contract (3-1/2 years) and as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.
- 2.5 **Price Adjustments:** **Prices offered shall remain firm through the Initial Contract Period.** A request for price adjustment may be submitted thirty (30) days prior to the third anniversary date of the contract. If an increase is approved after the initial contract period, then the price agreed to for the first renewal contract period shall also be in effect if SBBC enters into a second renewal contract period. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed 3% per adjustment. SBBC reserves the right to not renew any contract regardless of price considerations.

SECTION 2, INTRODUCTION AND GENERAL INFORMATION

- 2.6 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by the Superintendent's Insurance & Wellness Advisory Committee.

All responsive Proposals will be evaluated by the Superintendent's Insurance & Wellness Advisory Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of Services will be evaluated and points assigned by the Superintendent's Insurance Advisory Committee and Category d.) Supplier Diversity & Outreach Program will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend

SECTION 3, CALENDAR

February 25, 2019	Release of RFP FY20-010
March 6, 2019	*Non-Mandatory Proposers' Conference (See Section 2.2)
March 11, 2019	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
April 3, 2019*	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
April 26, 2019*	*Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at TSSC Annex (former bank lobby) 7770 West Oakland Park Boulevard Sunrise, Florida 33351-6704 at 9:00 AM, ET
April 30, 2019	Posting of Recommendation

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

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

SECTION 4, 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 4 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** If your company should become an awardee under this RFP. Please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

With a Copy To: (Name/Title and Address)

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

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.
- 4.2.1 Proposer must agree with the language in Section 7.1, Liability.
- 4.2.2 All Proposers shall be properly licensed to transact business in the State of Florida in order to provide the services to be awarded. Provide a copy of your State of Florida current license and/or certificate that allows Proposer to provide the services proposed in the State of Florida.
- 4.2.3 Proposers shall provide written proof with the RFP that shows Proposer has a **minimum of five (5) years of insurance consulting** experience with a private sector organization, business entity or other public agency with a total of 15,000 employees. References must provide proof of this requirement. **Your reference must state the number of years associated with the organization/municipality and the number of employees serviced.**
- 4.2.4 Proposer must agree with the language in Section 6.3, Insurance Requirements.
- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Superintendent's Insurance & Wellness Advisory Committee in evaluating Proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.
- 4.4.1 **Proposer's Qualifications – (Maximum 30 allowable points)**
- 4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.
- 4.4.1.2 Complete and return with your Proposal, **Attachments B and G** of the RFP.
- 4.4.1.3 State whether Proposer's firm(s) is local (Broward, Miami-Dade, or Palm Beach Counties), regional, statewide or national. If firm is regional, statewide, or national, do you have an office located within the Tri-County area (Broward, Miami-Dade, or Palm Beach Counties)? If not, are you willing to setup an office within the Tri-County area?
- 4.4.1.4 **Type of business:** The Proposer shall identify the type of business entity under which it operates (e.g. sole proprietorship, partnership, corporation, joint-venture, etc.). The Proposer shall identify whether the business entity is incorporated in the State of Florida or another state, or foreign country. Indicate years in business, changes in ownership; bank reference and other information to verify financial responsibility.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.1 Proposer's Qualifications (Cont'd)

If the Proposer is a corporation, provide a copy of the certification from the State of Florida, Division of Corporations, verifying Proposer's corporate status and good standing and in the case of out of state corporation, evidence of authority to do business in the State of Florida.

- 4.4.1.5 Provide the size of your organization (number of employees).
- 4.4.1.6 Briefly describe your organizations structure and provide a copy of an organizational chart, showing lines of communication, responsibility, etc.
- 4.4.1.7 Proposer must have on employed staff or hire as a consultant, the following personnel listed below that are properly licensed in the following areas:
 - a) Lead Consultant – Florida Health and Life License
 - b) Consultant – Florida Health and Life License, Series 6 (as appropriate)
 - c) Attorney – Degree in Law – Juris Doctor (JD)
 - d) Actuary – Fellow of the Society (FSA) or Associate of Society of Actuaries (ASA)
 - e) Clinical Levels – i.e., PharmD would have a Doctor of Pharmacy, RN – Registered Nurse, MD – Medical Doctor
- 4.4.1.8 Number of years Proposer has been in business providing employee benefit insurance consultant services as described in Section 2.1
- 4.4.1.9 Experience of Firm. Proposal should detail the experience of your firm. Please include:
 - a) Demonstrated experience performing ongoing employee benefits consulting, legal and actuarial services;
 - b) The quality of work product as evidenced by references for similar work from other employee benefit programs for Florida governments, school districts or other large employers; and
 - c) Programs and actions taken to ensure adequate continuing professional education of the firm's staff.
- 4.4.1.10 Experience of Team Members: The experience of team members shall include:
 - a) Formal education, continuing professional education, experience in business, government, and public accounts;
 - b) Details and types of licenses and designations held;
 - c) Experience in employee benefits consulting for governmental entities, including ongoing, legal and actuarial services;
 - d) Active role of each assigned staff member to SBBC's program.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.1 Proposer's Qualifications (Cont'd)

4.4.1.11 Approach to Required Services:

- a) Provide detail regarding your firm's ability to provide the required services in this RFP.
- b) Describe whether your firm or affiliate is involved in the sale of insurance products. Detail how your approach to the requested services will provide SBBC with independent advice and recommendations.

4.4.1.12 The successful Proposer must agree that they will not receive, directly or indirectly, any fees, commissions, contingent commissions, overrides, or other remuneration from any insurance company or administrator in relation to the placement or management of the employee benefits plans for the Board except for the fees herein proposed. Please confirm.

4.4.1.13 Provide a sample copy of a monthly claims/enrollment/funding update provided for a client's Insurance Committee meeting. Name of client can be redacted, if appropriate.

4.4.1.14 Provide a sample of benchmarking data provided to a client. Name of client can be redacted, if appropriate. Provide a sample of an annual health plan audit. Name of client can be redacted, if appropriate.

4.4.1.15 Provide references, including name, business address, contact person and title, telephone number, email, number of employees, service(s) performed and how long account has been active for Proposer. Include details regarding which proposed personnel worked with the referenced firm. This information must be completed on **Attachment J** and submitted with Proposal in this section.

4.4.1.16 Please state if your firm agrees to enter into the SBBC Sample Agreement (**Attachment E**) with no amendments. If amendments are proposed, please detail amendments with specificity, including providing amended wording for all recommended changes.

4.4.1.17 Provide proof that error and omissions insurance coverage exists for your firm.

4.4.1.18 Provide an example of how your firm is taking a leadership role within the industry.

4.4.1.19 Describe how your firm manages vendor relationships.

4.4.1.20 Describe two (2) major challenges confronting school districts in the state and how your firm can help meet those challenges. Please provide examples of successful past strategies.

4.4.1.21 Describe services your firm offers to implement employee surveys and/or focus groups.

4.4.1.22 Describe programs provided by your firm to other clients that support employee wellness.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.1 Proposer's Qualifications (Cont'd)

4.4.1.23 Confirm whether Proposer has a registered lobbyist with the State of Florida. If so, please provide the name of the lobbyist, lobbyist's firm, address and how long has the lobbyist been represented by the Proposer.

4.4.1.24 **Litigation or Regulatory Action:** 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.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

- 4.4.2 **Scope of Services Provided – (Maximum 30 allowable points):** Proposer(s) must read this section carefully and respond with full and complete information that will assist the Committee in evaluating your Proposal. Proposers are requested to respond in the format and organizational structure stated below and to refrain from including promotional or advertisement materials in their proposal. Failure to respond or incomplete responses to any evaluation criteria will result in zero or reduced allocation of points for criteria and may result in disqualification of the entire Proposal.

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

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.1	<u>Required Expertise</u> Advise on issues including federal laws such as Health Insurance Portability and Accountability Act of 1996 (HIPAA), Medicare, FMLA, Consolidated Omnibus Budget Reconciliation Act (COBRA), the Affordable Care Act (ACA) and other applicable Health Care Reform Legislation in order to design plans that are in compliance.			
4.4.2.2	Educate and advise SBBC on national and state healthcare reform, specifically ACA, and the key strategic decisions to consider when managing benefits programs.			
4.4.2.3	Advise on issues including, but not limited to discrimination testing and Section 125 and provide guidance to staff regarding health and welfare regulatory compliance.			
4.4.2.4	Advise SBBC, the Superintendent's Insurance & Wellness Advisory Committee (the Insurance Committee) and District Staff of any federally mandated compliance testing requirements relevant to SBBC plans and provide guidance, when requested, in developing testing strategies.			
4.4.2.5	Demonstrate working familiarity with both Federal and Florida Law with respect to employee benefit plans and their applicability, in particular, to Florida governmental units.			
4.4.2.6	Have a thorough knowledge of Internal Revenue Code Sections 79, 105, 106, 120, 125, 403 and 457.			
4.4.2.7	Have a thorough knowledge of Florida Law and knowledge of best practices, as it pertains to an organization, business entity, municipality or other public agency, employee benefits and Wellness Programs.			

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.8	<u>Basic Services</u> Recommend plan changes and/or new plans to enhance benefits and/or control costs.			
4.4.2.9	Be actively involved in reviewing and analyzing claims data to assist in providing ideas to enhance benefits and/or control costs.			
4.4.2.10	Introduce ideas and suggest ways to more effectively manage healthcare cost and improve employee productivity and morale.			
4.4.2.11	Provide relevant and targeted benchmarking data to assist SBBC in the evaluation of benefit issues.			
4.4.2.12	Collaborate on and propose new wellness initiatives and programs.			
4.4.2.13	Attend and participate in monthly Insurance Committee meetings, minimally. Participation will include providing monthly claims and enrollment data in an easy to read format. Participation will include providing and/or coordinating presentations and hand-out materials for Insurance Committee meetings.			
4.4.2.14	Serve as a resource to the Insurance Committee by providing analysis, trend analysis, assessment, support, serve as a subject matter expert for collectively bargaining insurance/benefits and any other services necessary throughout each year.			
4.4.2.15	Assist staff with the development of competitive program offerings, with affordable cost structures and provide data necessary to assess its program relative to national trends and other educational institutions.			
4.4.2.16	Provide an in-depth analysis of proposed alternatives and assist in recommending the most favorable annual renewal options. Prepare detailed studies of contribution changes and the financial impacts, including salary range contributions.			

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.17	Plan Review for all benefits, including health plan, prescription plan, dental, vision, life insurance, disability and other voluntary benefits. Plan review will include review of plan summaries, policies, agreements, and other relevant documents relating to each benefit.			
4.4.2.18	Participate in on-site and conference call meetings with SBBC staff, as needed.			
4.4.2.19	Actively facilitate any required negotiations of benefits, plan design, premium rates, benefits changes to existing insurance contracts and performance guarantees with vendors, subject to SIWAC's recommendation and Board approval.			
4.4.2.20	Assist and collaborate with SBBC staff in the development, evaluation, assessment, analysis and summary of employee benefit RFPs and vendor contracts from concept(s) through the conclusion of any Division Administrative Hearing resulting from a protest of the RFP process.			
4.4.2.21	Assist with resolution of administrative, invoicing and claims issues with all benefit vendors.			
4.4.2.22	Assist in developing and implementing employee surveys and/or focus groups.			
4.4.2.23	Agree to not receive, directly or indirectly, any fees, commissions, contingent commissions, overrides, or other remuneration from any insurance company or administrator in relation to the placement or management of the employee benefit plans for the Board except for the fees herein proposed.			
4.4.2.24	Wellness Newsletter: Provide Monthly Wellness Newsletter for electronic distribution. Accept and include personalized wellness subjects in the Newsletter, provided by Benefits Staff.			
4.4.2.25	Website: Support SBBC staff with the website dedicated to providing news and updates for the SBBC benefits and wellness program. Provide comparison, and/or informational/educational documents for posting on the website, when appropriate.			

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.26	<u>Actuarial Services:</u> Proposer will have on staff actuarial personnel to provide routine annual reserving, analysis of Government Accounting Standards Board (GASB) rules and estimating cash flow adjustments. Assist with analysis of funding and contributions for plan projections, including preparation of various contribution models to evaluate changes, including salary range structures.			
4.4.2.27	Actuarial staff will provide annual State of Florida 112.08 annual filing for a self-insured health plan. Actuarial Staff will provide Other Post-Employment Benefits (OPEB) study for District as needed.			
4.4.2.28	Actuarial staff will provide annual Medicare Part D Analysis.			
4.4.2.29	Actuarial staff will be available, at the request of SBBC staff, to provide projections for plan changes and renewals.			
4.4.2.30	<u>Claims Audit Services</u> Provide annual medical and prescription audit as a review of claims transactions for the purpose of assessing the accuracy of benefit determinations. Annual audit will encompass review of 250 medical and 250 prescription claims.			
4.4.2.31	<u>Legal Services</u> Have legal consulting services available with staff knowledgeable about employee benefit laws and issues, compliance issues, tax laws, and collective bargaining.			
4.4.2.32	<u>Medical/Pharmacy Resource Services</u> Provide access to medical and pharmaceutical consulting services available through a Florida licensed physician/pharmacist knowledgeable about local and national managed care issues, who can respond in both verbal and written form to questions or issues. In particular, have pharmacy consulting expert available to review impact of annual formulary changes.			

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.3 Cost of Services – (Maximum 30 allowable points)

COST OF SERVICES EXCEL SHEET: Vendor **MUST** fill out the attached “Cost of Services Excel Sheet”, Parts I, II and III, electronically with the corresponding price per unit of measure for each item as provided. **Failure to provide a cost for Parts I, II and III on the Excel Sheet shall result in disqualification of proposal.** No handwritten summary sheets shall be accepted. Points for this section shall be assigned by the Superintendent’s Insurance & Wellness Advisory Committee.

Part I, Proposer must provide an all-inclusive annual flat fee (to be paid in monthly installments) for the Scope of Services outlined in Section 4.4.2 Scope of Services Provided for the initial contract period of 3-1/2 years. No additional fees or charges for these services will be permitted.

Proposer shall also provide a cost per hour for the consultants listed in **Part II** of the excel worksheet. **These hourly fees will apply to projects/work not included in the Scope of Services Provided as outlined in Section 4.4.2.**

For all other services provided in addition to the included Scope of Services listed in Section 4.4.2, the Proposer shall provide an invoice outlining projected service fees. Service fees must be approved before work is performed by District’s Director of Benefits. Invoices shall indicate hours charged for each Consultant, and hourly rate of pay being charged for each Consultant and each Consultant must be listed as a corresponding line on the invoice.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.4 **SBE Participation: (Maximum 10 allowable points):**

The following Affirmative Procurement Initiative (API) has been applied to this solicitation (All SBBC Certified S/M/WBEs are considered SBEs):

SBE Prime Evaluation Preference - Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded ten (10) points. SBE Proposers must indicate their intent to self-perform and list the scope of work.

An SBE is defined as a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements

SBE vendors utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid is due. For information on SBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit www.browardschools.com/sdop. The SBBC Supplier Diversity Outreach Program works to increase the participation of Small, minority and women-owned business enterprises in purchasing activities. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process and an equitable distribution of SBE firms participating for the award of this Proposal.

Please go to the [SBE Vendor Listing](http://www.broward.k12.fl.us/supply/sdop/vendorlist.html) to view the current list of SBBC SBE-Certified firms:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

SBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1 and will be awarded based on the evaluation criteria.		Maximum Points
4.4.4.1	<p>Proposers certified as SBE by SBBC at the time of submission will be awarded ten (10) points. Non-certified proposers committing to a minimum of three percent (3%) or more of the total contract value to a certified SBE firm at the time of submission will be awarded ten (10) points.</p> <p>The proposer shall identify each SBBC-Certified SBE firm, if any, that will be utilized by completing the <i>Form 00475</i> Participation Schedule and <i>Form 00470</i> Statement of Intent (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and , to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the SBE will performing. <u>If the Proposer is SBE-Certified by SBBC, the Proposer should also be listed on the Form 00470 detailing the type of work and percentage of work to be performed.</u></p> <p>Indicate the extent and nature of the SBE firm'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 SBE firm(s) in connection with this Proposal. Provide proof, in writing, that each proposed firm to be utilized as an SBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards SBE goal attainment. If you will not have SBE participation, add Proposer's name and state N/A on the form and return it with your Proposal.</p>	10
	TOTAL POINTS	10

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation) (Cont'd)

4.4.4 SBE Participation (Cont'd)

	<p>*The Awardee will be required to submit a Small Business Enterprise (SBE) Form 00485 (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments to SBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each SBE 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 SBE(s) received payment or not, until all committed remuneration has been received by the SBE(s). <u>State your willingness to comply with this requirement.</u></p>	Yes____ No____
	<p>Awardee must provide the Supplier Diversity Outreach Program Office a 30-day written notice for substitution of an SBE Proposer. <u>State your willingness to comply with this requirement.</u></p>	Yes____ No____

SECTION 5, EVALUATION OF PROPOSALS

- 5.1 **Proposal Evaluation and Scoring:** The Superintendent's Insurance & Wellness Advisory Committee (hereinafter referred to as "Committee"), shall evaluate all responsive proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements according to the following criteria:

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

SBE Prime Evaluation Preference - Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded ten (10) points. SBE Proposers must indicate their intent to self-perform and list the scope of work. The maximum point value is 10 points.

Non-certified proposers committing to a minimum of three percent (3%) or more of the total contract value to a certified SBE firm at the time of submission will be awarded ten (10) points.

10-Point Table for S/M/WBE Participation	
≥ 3%	10 Points

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

Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee may choose to 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 **Oral Presentations and Questions/Answer Session (Optional):** The Committee reserves the right to make its recommendations based solely on the information contained in the submitted proposals. The Committee further reserves the right to require oral presentations from any or all proposers or to ask questions of any or all proposers. If the Committee received oral presentations or conducts question and answer sessions with any of the proposers, such presentations and/or sessions will be completely recorded and will be conducted to the exclusion of other proposers in accordance with Section 286.0113(2), Florida Statutes. If such presentations and/or sessions are required under this RFP, they will be conducted prior to the Committee's evaluation of proposals and considered by the Committee when it scores proposals in accordance with Section 5.1 of this RFP.

SECTION 5, EVALUATION OF PROPOSALS

- 5.3 **Committee Recommendations:** The Committee has the discretion to recommend the rejection of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive proposers. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiations session with any ranked responsive proposer. Each ranked responsive proposer must be represented during its exempt negotiations session by an authorized representative possessing authority to bind the proposer. This authorized representative must be prepared during negotiations to present SBBC with the ranked responsive proposer's best and final offer under the RFP. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiations session of the competitive selection process beginning with the highest ranked responsive proposer as determined under Section 5.1 of this RFP. In accordance with Section 286.0113(2), Florida Statutes, any negotiations session will be conducted to the exclusion of the other ranked responsive proposers. The Committee may choose to conduct one or more exempt negotiations sessions with as many ranked responsive proposers as it, in its sole judgment, deems appropriate prior to making its recommendation for award to the Superintendent. A complete recording shall be made of each exempt negotiations session conducted by the Committee. Any information communicated between the Committee and a ranked responsive proposer during an exempt negotiations session shall not be disclosed to anyone including other ranked responsive proposers until disclosure is permitted pursuant to Section 286.0113(2), Florida Statutes. After concluding an exempt negotiations session with a ranked responsive proposer, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one or more ranked responsive proposers; to declare an impasse with a ranked responsive proposer; or to proceed with further negotiations with one or more of the next highest ranked responsive proposers. The Committee's recommendation(s) will be forwarded to the Superintendent for his/her consideration. The Superintendent may choose to post the Committee's recommendation(s) as the school district's intended action in accordance with Section 120.57(3), Florida Statutes, or may choose to return the recommendation(s) to the Committee for further action consistent with the RFP.
- 5.4 **Award:** SBBC intends to make an award only to ranked responsive proposer(s) in accordance with Section 5.1 and 5.3 of this RFP. Any recommendation, award(s) or Agreement between the parties shall not constitute a guarantee of business or a guarantee of any specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement and Business Associate Agreement attached hereto as **Attachments "E and F"**) shall be prepared for execution by the recommended Awardee and SBBC, 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. An Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval.

SECTION 6, SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, April 3, 2019** at the following address in order to be considered:

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

Re: FY20-010 – Consulting Services for Employee Benefits Program

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 original hard-copy and the electronic versions MUST be identical to each other.** The two electronic versions in Microsoft Word 6.0 or higher on thumb drives 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 4 of RFP FY20-010), 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.

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

6.3 **INSURANCE REQUIREMENTS –INSURANCE REQUIREMENTS**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:** Limit not less than \$3,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **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).

SECTION 6, SPECIAL CONDITIONS

6.3.4 **CYBER LIABILITY INSURANCE:** Limits of not less than \$3,000,000 for each wrongful act, and \$3,000,000 in the Aggregate that provides coverage for: Liability for security or privacy breaches, including loss or unauthorized access to SBBC's data; Costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.

6.3.5 **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 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.6 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.7 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

6.3.8 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.3.8.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.8.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.8.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.9 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this Agreement

SECTION 6, SPECIAL CONDITIONS

6.4 Awardee Accounting Records and Right to Audit Provisions:

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

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

6.6 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 6.6.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 6.6.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received, if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

SECTION 6, SPECIAL CONDITIONS

6.6.3 **Rejection:** A Proposal may be rejected, if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

- 6.6.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.6.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1- Required Response Form).
- 6.6.3.3 Failure to respond to all subsections within the RFP.
- 6.6.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 6.6.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.6.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 6.6.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.7 **SBBC's CONSULTANT:** Siver Insurance Consultants ("Consultant") will be providing consultant services to SBBC in relation to this RFP. The Consultant reserves the right to ask any or all proposers questions of a clarifying nature or clarify comments written into their proposal once proposals have been opened. The communications between proposers and the Consultant regarding questions of a clarifying nature shall not constitute a violation of Section 7.40 – "Cone of Silence" of this RFP. The word "clarification" shall mean the action of making a statement or situation less confusing and more comprehensible.

SECTION 7, GENERAL CONDITIONS

7.1 LIABILITY:

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

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise. Awardee's indemnification liability exposure within section 7.1.2 shall not exceed \$10,000,000 Annual Aggregate.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. **Failure to submit a completed and signed Required Response Form with their submitted proposal shall result in proposal to be found non-responsive and proposal rejected.** To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

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

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. **NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

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

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

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

7.7 **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.

7.8 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

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

7.10 **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.

7.11 **PAYMENT:** Services will be paid after the service has been performed and meets the requirements of the RFP and properly invoiced. All payments can be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.12 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with Section 7.17 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of the contract.

7.17 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver services as a result of a RFP award, the Awardee agrees to Section 7.1 stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their proposal.

- completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.18 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.19 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof, thirty (30) calendar days after the Superintendent gives written notice to the other party/parties that a recommendation will be made to SBBC for the contract award's termination.
- 7.20 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to **The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301.** Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance.
- 7.21 **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.
- 7.22 **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 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 (180 days)** 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.
- 7.23 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available service shall be provided and the best commercial practices are to prevail under this contract. All interpretations of this specification shall be made upon the basis of this contract.
- 7.24 **PRIORITY OF DOCUMENTS:** 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.
- 7.23.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.25 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.26 **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
- 7.27 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.28 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/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 S/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>.
- 7.29 **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.
- 7.30 **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.
- 7.31 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.32 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP or any other materials supplied in proposal. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.33 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.34 **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 Condition 6.0 of the RFP)

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

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

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/secclle/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.

7.36 **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.

7.37 **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.

7.38 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- a) Cancellation and default of contract;
- b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
- c) All departments being advised not to do business with vendor.

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

- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.40 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this RFP) concerning any competitive solicitation with any School Board Member, the Superintendent, any Evaluation Committee Member, or any other school district employee after Procurement and Warehousing Services releases a competitive solicitation to the general public. All communications regarding this competitive solicitation shall be directed to the Purchasing Agent identified in Section 2.3 of this competitive solicitation or his/her designee or as such identified, in writing, by Procurement and Warehousing Services.

The duration of this "Cone of Silence" period shall commence upon the public release of the competitive solicitation and continue until the contract is awarded by SBBC in addition vendors, proposers, their principals and 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 or 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 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 its Proposal (or that of its principal) to be considered non-responsive and therefore be ineligible for award.

7.41 **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.

7.42 POSTING OF BID RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com, **April 30, 2019 @ 3:00 PM** 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.

7.43 PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

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

7.45 TIE BID PROCEDURES: When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

- a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- b) The Broward County Certified Minority/Women Business Enterprise vendor;
- c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- d) The Florida Certified Minority/Women Business Enterprise vendor;
- e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

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

7.46 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.

7.47 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.

7.48 **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

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

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

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

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

SECTION 8, FORMS AND ATTACHMENTS

Please complete all attachments below. Some attachments must be notarized.

ATTACHMENT A


The following forms are due (if applicable) at the time of Bid submittal:

1. S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Document Link: To open link, right click on link, click on Open Hyperlink and click on "OK"

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf

Document Preview:


 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____						
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT								
SECTION I - GENERAL INFORMATION								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period:	S/M/WBE Contract Goal:	Contract Completion Date:					
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:		PM Phone #:						
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Email Address:						
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

2. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE

Document Link: To open link, right click on link, click on Open Hyperlink and click on "OK"

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf

Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment _____				
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE						
DATE <input type="text"/>						
SOLICITATION INFORMATION						
Contract #:		Project Start Date:				
Project Name:						
Project Location:						
Bidder/Proposer:						
Address:						
Contact Person:	Email Address:	Phone #:				
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

ATTACHMENT A

3. STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR

Document Link: To open link, right click on link, click on Open Hyperlink and click on "OK"

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Document Link: To open link, right click on link, click on Open Hyperlink and click on "OK"

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf

Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

DATE: _____

CONTACT INFORMATION			
Solicitation Title:	_____		
Solicitation #:	_____		
Prime Contractor:	_____		
Contact Person:	_____		
Phone #:	_____	Email:	_____

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass , indicating that good faith efforts were

ATTACHMENT A

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <http://www.broward.k12.fl.us/sbbcpolicies>

- SDOP website with list of Certified S/M/WBE Vendors:
<https://www.browardschools.com/Page/32119>

•
FOR INFORMATION ON S/M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE SUPPLIER DIVERSITY
OUTREACH PROGRAM OFFICE
(754) 321-0550, OR ONLINE AT <https://www.browardschools.com/Page/32544>

!

ATTACHMENT B

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT 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

ATTACHMENT C

W – 9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature. Only page one (1) needs to be returned

ATTACHMENT D

DRUG FREE WORK PLACE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____

(Print individual's name and title)

for _____

(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

(Signature)

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

Personally known _____

_____, or

Produced Identification _____

Notary Public State of _____

My commission expires: _____

(Type of Identification)

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

ATTACHMENT E SBBC SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____,
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 EXACT LEGAL NAME OF OTHER PARTY

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

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

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 Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Scope of Services.** The scope of services to be provided under this Agreement is specified in **Attachment A** of this Agreement.

2.03 **Costs of Services.** Costs to be paid for services provided under this Agreement are specified in **Attachment B** of this Agreement.

ATTACHMENT E

2.04 SBBC Disclosure of Education Records.

- (a) *State the purpose(s) of the disclosure of the education records. In rare instances accesses may be granted the access to data bases must be limited to only the students served and only information need to comple the job. Plus IT must approve.*
- (b) *SBBC will provide Insert Name with the following education records: Insert list of any and all education records that District staff will disclose or to which vendor will be allowed access.*
- (c) *SBBC will obtain consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed below. (Should you believe that the vendor falls under an exception to obtaining consent, then consult with SBBC Privacy Officer on appropriate language.)*

2.05 Insert Name Confidentiality of Education Records.

- (a) Notwithstanding any provision to the contrary within this Agreement, *Insert Name* shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

ATTACHMENT E

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) *Insert Name* shall, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 HIPAA Compliance. *Insert Name* acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Exhibit** *Insert appropriate Exhibit letter or number*. PHI may be used and disclosed only in compliance with HIPAA.

2.07 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* applicable 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 the applicable business records of *Insert Name* directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

ATTACHMENT E

(a) 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.

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

(c) 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.

(d) 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 SBBC's denial of some or all of any *Insert Name's* claims for payment.

(e) 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) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, *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 Payees' costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(g) 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.

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

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

With a Copy to: *Insert Job Title of District Representative*
The School Board of Broward County, Florida
Insert Address of District Representative

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

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

2.10 **Background Screening.** *Insert Name* shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468 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, 1012.465, 1012.467, and 1012.468, Florida Statutes.

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

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT

ATTACHMENT E

DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **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. *Insert Name's indemnification liability exposure within Section 7.1.2 shall not exceed \$10,000,000 Annual Aggregate.*

2.13 **Insurance Requirements.** *Insert Name* shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** *Insert Name* shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** *Insert Name* shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$3,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** *Insert Name* shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Cyber Liability Insurance:** *Insert Name* shall maintain limits of not less than \$3,000,000 for each wrongful act, and \$3,000,000 in the Aggregate that provides coverage for: Liability for security or privacy breaches, including loss or unauthorized access to SBBC's data; Costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.

ATTACHMENT E

(e) Auto Liability. *Insert Name* shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(f) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(g) Verification of Coverage. Proof of the required insurance must be furnished by *Insert Name* to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit *Insert Name* to remedy any deficiencies. *Insert Name* must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(h) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(i) Cancellation of Insurance. *Insert Name* is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 Nondiscrimination.

(a) As a condition of entering into this Agreement, *Insert Name* represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, *Insert Name* shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall *Insert Name* retaliate against any person for reporting instances of such discrimination. *Insert Name* shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are

occurring in the SBBC's relevant marketplace. *Insert Name* understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this

ATTACHMENT E

Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.16 **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.

2.17 **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.

2.18 **Incorporation by Reference.** Exhibit[s] *Insert appropriate Exhibit letters or numbers* attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

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

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

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 **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) calendar

days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar days 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

ATTACHMENT E

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) calendar 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.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 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.

3.08 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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 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.

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

3.11 **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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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 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.

3.17 **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.

3.18 **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.

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

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

ATTACHMENT E

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

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
[insert name of current Board Chair here], Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

ATTACHMENT E

FOR [INSERT A SHORT NAME OF THE OTHER PARTY HERE]:

(Corporate Seal)

[Insert Exact Full Legal Name of the other
Corporation, Agency or Other Legal Entity]

ATTEST:

By _____

_____, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

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

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

ATTACHMENT F

SAMPLE - 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:

ATTACHMENT F

ARTICLE 1 – RECITALS

- (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.

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.

ATTACHMENT F

ARTICLE 2 – SPECIAL CONDITIONS

- (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.

ARTICLE 2 – SPECIAL CONDITIONS

- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

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

5. Security of Electronic Protected Health Information.

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

ARTICLE 2 – SPECIAL CONDITIONS

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

6. Compliance with EDI Rule.

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

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

7. Subsequent Legislative or Regulatory Changes.

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

8. Amendment.

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

9. Term and Termination.

- (a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

ATTACHMENT F

ARTICLE 2 – SPECIAL CONDITIONS

- (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

ARTICLE 2 – SPECIAL CONDITIONS

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.

ARTICLE 3 – GENERAL CONDITIONS

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 3 rd Avenue Fort Lauderdale, FL 33301
----------	---

ARTICLE 3 – GENERAL CONDITIONS

With a Copy to:

With a Copy to:

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.

ARTICLE 3 – GENERAL CONDITIONS

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.

ARTICLE 3 – GENERAL CONDITIONS

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

ATTEST:

By _____
[insert name of current Board Chair here], Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

FOR BUSINESS ASSOCIATE

Signature

Print Name and Title

Witness

Witness

STATE OF: _____

COUNTY OF: _____

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

My Commission Expires:

Signature – Notary Public

Notary's Printed Name

Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

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

_____ (Business Associate).

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

Description of the breach: _____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

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

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT G

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 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.

	FY20-010 Consulting Services for Employee Benefits Program
Organization Name	RFP NUMBER & TITLE
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date

ATTACHMENT G

INSTRUCTIONS FOR CERTIFICATION

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



ATTACHMENT H 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 shall 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 Institute: _____

Branch/ State _____

Routing No: _____

Account No: _____

VENDOR AREA: _____

Remittance Confirmation:
(please select one) _____

Federal Identification No.
Vendor _____

Checking

☐

Savings

☐

Fax

☐

Email

☐

TAX ID#

☐

SS#

☐

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 I

WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:



ATTACHMENT J
REFERENCES

The School Board of Broward County, Florida
REFERENCES

Vendor Name: _____

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

Reference 1 –

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

Scope of Work:

Reference 2 –

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

Scope of Work:

Reference 3 –

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

Scope of Work:

ATTACHMENT J
REFERENCES

Reference 4 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Number of Employees	_____		
Address:	_____		
Scope of Work:			

Reference 5 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Number of Employees	_____		
Address:	_____		
Scope of Work:			

ATTACHMENT K

PROPOSAL COST OF SERVICES

THIS FORM IS TO BE FILLED OUT ELECTRONICALLY. NO HANDWRITTEN PRICING SUMMARY SHEETS WILL BE ACCEPTED.

**SEE ATTACHED EXCEL (XLS.) PRICING SUMMARY SHEET.
EXCEL SHEET CAN BE DOWNLOADED DIRECTLY FROM DEMANDSTAR**

ATTACHMENT L

STATEMENT OF “NO RESPONSE”

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of “No Response” Sheet and return, prior to the RFP Due Date established within, to:
The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

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

RFP Number: **FY20-010** _____ Title: Consulting Services for Employee Benefits Program

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: _____