



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Jun 21 2016 10:15AM - Regular School Board Meeting	Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
ITEM No.:	AGENDA ITEM	Time
E-11.	CONSENT ITEMS	
	CATEGORY	Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No
	E. OFFICE OF STRATEGY & OPERATIONS	
	DEPARTMENT	
	Procurement & Warehousing Services	

TITLE:
RFP Renewal - 14-015P - Student and Athletic Accident Insurance and Catastrophic Accident Coverages

REQUESTED ACTION:
Approve the Agreement for the above Request for Proposal (RFP) - 14-015P. Contract Term: July 1, 2016, through June 30, 2017, 1 Year; User Department: Risk Management Department; Award Amount: \$300,000; Awarded Vendor(s): Scholastic Insurance of Florida, LLC d/b/a School Insurance of Florida and Arthur J. Gallagher Risk Management Services, Inc.; Minority/Women Business Enterprise Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, received three (3) proposals for RFP 14-015P - Student and Athletic Accident Insurance and Catastrophic Accident Coverages and one proposal did not meet the minimum eligibility requirements of the RFP. The term of this contract was from July 1, 2013, through June 30, 2016, with two (2) one-year renewals. This request is to approve the first renewal of this RFP. A copy of the RFP documents are available online at: <http://www.broward.k12.fl.us/supply/agenda/14-015P-Student&AthleticAccidentInsurance&CatastrophicAccidentCoverages.pdf>
These renewal Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no additional financial impact to the District. The Student and Athletic Accident Insurance is purchased by parents/guardians. Funding for Student Accident Insurance for Head Start students is provided through a Head Start Grant. Funding for the Catastrophic Accident Coverage is provided through the general fund.

EXHIBITS: (List)
(1) Executive Summary (2) Agreements-2 (3) Approved Post Approval Letter 6-25-2013 (4) Recommendation Tabulation 6-25-2013 (5) Financial Analysis Worksheet (6) Renewal Letters-2 (7) Supplier Evaluations-2

BOARD ACTION: <div style="text-align: center; font-size: 24px; font-weight: bold; margin: 10px 0;">APPROVED</div> <small>(For Official School Board Records Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Name: Aston Henry</td> <td>Phone: 754-321-1901</td> </tr> <tr> <td>Name: Mary C. Coker</td> <td>Phone: 754-321-0501</td> </tr> </table>	Name: Aston Henry	Phone: 754-321-1901	Name: Mary C. Coker	Phone: 754-321-0501
Name: Aston Henry	Phone: 754-321-1901				
Name: Mary C. Coker	Phone: 754-321-0501				

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
 Tuesday, June 14, 2016 5:38:53 PM

Approved In Open Board Meeting On: JUN 21 2016

By: *Abby M. Freedman*
 School Board Chair *for the Chair*

EXECUTIVE SUMMARY

RFP Renewal

14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverages

Student and Athletic Accident Insurance Coverage

School Insurance of Florida offers student accident insurance coverage options to protect Broward County Public School (BCPS) students. BCPS parents are offered both a high option and low option benefit plan. This allows more parents the ability to afford basic coverage or elect to purchase a plan with increased benefits. The District will benefit from a non-rate increase should we choose to extend the current voluntary student insurance plan currently in force.

School Insurance of Florida specializes in the Florida student insurance marketplace and has substantial purchasing power. This organization has been able to keep student insurance rates in the District stable without an increase over the past five years.

School Insurance of Florida has developed a direct 'Preferred Provider Network' of area physicians and medical service providers who have agreed to accept School Insurance of Florida's plan benefits as 'full pay for covered services rendered'. Parents of injured students can elect to utilize the 'Preferred Provider Network' services and will not be balance billed.

Parents have the option of viewing information on School Insurance of Florida's custom designed website 24 hours a day, seven days a week. Parents can enroll on-line, on their mobile device or by submitting a printed application directly to School Insurance of Florida. Schools are relieved of the responsibility of collecting applications and premiums at school.

Florida Statute 627.661 mandates that student insurance claims must be adjudicated by an in-state Florida resident licensed Third Party Administrator (TPA) or the home office of an underwriting insurance company. School Insurance of Florida is a TPA per the Florida Department of Financial Security and is in full compliance with Florida Statute 627.661.

School Insurance of Florida has received authorization from the underwriting insurance company to renew Broward's student insurance program at current rates for the 2016-2017 school term. Parents of BCPS students will be pleased to know our District is renewing this program with no rate increases for school year 2016-2017. The District pays the premium for the Student Accident Coverage for all students participating in the Head Start and Early Head Start programs.

Student Accident Insurance Renewal Survey for 2016-2017 School Year

Total Number of Full Time Enrolled Students

Pre-K: 5,339 Elementary: 97,359 Middle School (Jr. High): 47,113 Senior High: 70,468

Alternative Centers: 5,275

Total Number of Participants for Interscholastic Sports

(Note: If an athlete plays more than one sport, that student is only counted once.

If athlete plays football and other sports, the student is counted under football section)

SPORT	Total No. 6-8 Graders	Total No. of 9-12 Graders
Football	0	2,350
Cheerleading	619	1,800
Marching Band	0	3,200
All other sports	6,983	12,383

RFP Renewal

14-015P – Student and Athletic Accident and Catastrophic Accident Coverages

June 21, 2016 Board Meeting

Page 2

Catastrophic Student Accident Coverage

The School Board of Broward County, Florida, is required to provide catastrophic student insurance coverage for middle and high school students participating in interscholastic athletic activities, including interscholastic football, cheerleading and non-sport extracurricular activities. Florida High School Athletic Association (FHSAA) mandates all Florida Public School Districts carry Catastrophic Student Insurance. Purchase of this policy places the District in compliance with FHSAA Article 3.1.2.

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

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

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

Insurance Premium

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

Renewal Exposure and Terms

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

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

and

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
2 Pierce Place
Itasca, Illinois 60143

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverage (hereinafter referred to as "RFP") and dated March 28, 2013 for the purpose of receiving Catastrophic Accident Coverage; and

WHEREAS, VENDOR offered a proposal dated April 30, 2013 (hereinafter referred to as "Proposal" which is incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR admits and agrees that on June 25, 2013, it was awarded a Agreement under RFP from July 1, 2013 through June 30, 2016, which permits two (2) one-year renewals and an additional extension for up to 180 days beyond the expiration date of the final renewal period; and

WHEREAS, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year; and

WHEREAS, VENDOR is willing to continue providing services under this 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.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the original term of July 1, 2013 through June 30, 2016 is hereby renewed from **July 1, 2016** and conclude on **June 30, 2017**. The term of this Agreement may be extended for an additional year, and if needed, and 180 days beyond the expiration date of the final renewal period.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No 1, then;
- Third: RFP 14-014V – Risk Management Property and Casualty Consultant Services
- Fourth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at the total annual premium as stated below:

Total Estimated Annual Premium: \$60,000 Commission: 15%

VENDOR shall submit an invoice to SBBC, before July of the new fiscal year, for the total annual premium. SBBC shall issue a Purchase Order for the payment of the annual premium. VENDOR's payment terms are Net 7 days from the date of the invoice.

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

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

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

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

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

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

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

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

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

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

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

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

- To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301
- With a Copy to: Executive Director of Benefits & EEO Compliance
The School Board of Broward County, Florida
7770 West Oakland Park Blvd., 1st Floor
Fort Lauderdale, Florida 33315
- Director, Risk Management Department
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301
- To VENDOR: Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road
Boca Raton, Florida 33431
- With a Copy to: Dave Marcus, Area Chairman, South Florida
2255 Glades Road
Boca Raton, Florida 33431

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

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

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

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

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

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for

any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

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

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

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

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

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

3.17 **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.

3.18 **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 affect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

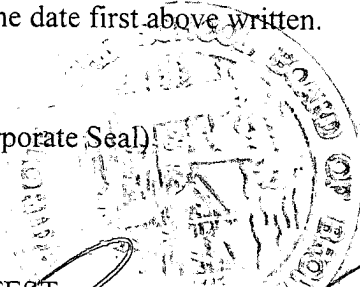

3.25. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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.

liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **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.

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair *for the chair*

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County,
Florida, ou=Office of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Reason: Scholastic Insurance of Florida, L.L.C. d/b/a School Insurance of
Florida - RFP 14-015P - Student and Athletic Accident Insurance and
Catastrophic Accident Coverage
Date: 2016.05.25 10:16:31 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

ATTEST:

By David L. Marcus

_____, Secretary

-or-

[Signature]

Witness

Cynthia Puetz

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 18TH day of MAY, 2016 by DAVID L. MARCUS of

Name of Person

ARTHUR J. GALLAGHER RMS, INC., 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

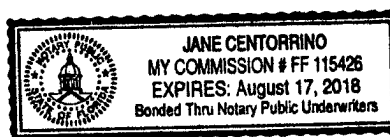
My Commission Expires:

Jane Centorrino
Signature - Notary Public

JANE CENTORRINO
Printed Name of Notary

(SEAL)

Notary's Commission No.



AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

and

SCHOLASTIC INSURANCE OF FLORIDA, L.L.C.

D/B/A SCHOOL INSURANCE OF FLORIDA

(hereinafter referred to as "VENDOR"),
whose principal place of business is
12200 West Colonial Drive, Suite 100
Winter Garden, Florida 34787

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverage (hereinafter referred to as "RFP") and dated March 28, 2013 for the purpose of receiving Student and Athletic Accident Coverage; and

WHEREAS, VENDOR offered a proposal dated April 22, 2013 (hereinafter referred to as "Proposal" which is incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR admits and agrees that on June 25, 2013, it was awarded a Agreement under RFP through June 30, 2016, which permits two (2) one-year renewals and an additional extension for up to 180 days beyond the expiration date of the final renewal period; and

WHEREAS, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year; and

WHEREAS, VENDOR is willing to continue providing services under this 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 original term of July 1, 2013 through June 30, 2016 is hereby renewed from **July 1, 2016** and conclude on **June 30, 2017**. The term of this Agreement may be extended for an additional year, and if needed, 180 days beyond the expiration date of the final renewal period.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No 1, then;
- Third: RFP 14-015P – Student and Athletic Accident Insurance and Catastrophic Accident Coverages
- Fourth: Proposal submitted in response to the RFP by VENDOR

2.03 **Rate/Premium.** The rates shown in **Attachment A** are for Head Start and Early Head Start programs and are paid through a written purchase order issued by SBBC. The total annual premium shall vary depending on the enrollment of students into the program for the fiscal school year. VENDOR shall submit an invoice to SBBC, before July of the new fiscal year, for the total annual premium. SBBC shall issue a Purchase Order for the payment of the annual estimated premium. VENDOR's payment terms are Net 7 days from the date of the invoice.

The rates VENDOR shall offer to the parents, who wish to purchase voluntary student and athletic accident insurance for their child, is shown in **Attachment B**. Parents, of the insured child, pay VENDOR directly for their insurance.

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

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the

satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

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

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

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

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

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

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

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of

this section by insertion of such requirements in any written subcontract. Failure by **VENDOR** to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by **SBBC** for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by **SBBC** to **VENDOR** pursuant to this Agreement and such excluded costs shall become the liability of **VENDOR**.

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

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

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

With a Copy to: Executive Director of Benefits & EEO Compliance
The School Board of Broward County, Florida
7770 West Oakland Park Blvd., 1st Floor
Fort Lauderdale, Florida 33315

Director, Risk Management Department
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To **VENDOR**: Lane Smith
Scholastic Insurance of Florida, LLC
d/b/a School Insurance of Florida
P.O. Box 784268
Winter Garden, Florida 34778

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

ARTICLE 3 – GENERAL CONDITIONS

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

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any 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 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

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

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of


liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **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.


(Corporate Seal)

ATTEST


Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair *for the chair*

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of Broward County, Florida, ou=Office of the General Counsel, email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: Scholastic Insurance of Florida, L.L.C. d/b/a School Insurance of Florida - IEP 14-0159 - Student and Athletic Accident Insurance and Catastrophic Accident Coverage
Date: 2016.05.25 10:16:31 -0400

Office of the General Counsel

Head Start and Early Head Start Programs

BROWARD COUNTY SCHOOLS**VOLUNTARY STUDENT ACCIDENT INSURANCE SUMMARY**

Policy Benefit	Plan A	Plan B
Maximum Medical	\$ 25,000	\$ 25,000
Loss of Life	\$ 1,500	\$ 3,000
Double Dismemberment	\$ 7,500	\$10,000
Single Dismemberment	\$ 1,000	\$ 2,000
Initial Treatment Period Requirement	30 days	30 days
Eligible Treatment Expense Benefit Period	52 weeks	52 weeks
Initial Non-Surgical Physician's Benefit	\$50	\$ 75
Physician's Non-Surgical Follow-Up Visits	\$40	\$ 45
Outpatient Therapy Or Similar Treatment Visits	Up to \$200 @ \$40 per visit	Up to \$400 @ \$45 per visit
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees)	Per Florida Work Comp Fee Schedule; \$3,500 maximum	Per Florida Work Comp Fee Schedule; \$7,500 maximum
X-Rays, EEG, CAT Scans (Includes Reading Fees)	UCR up to \$150	Up to \$ 350
MRI	UCR up to \$500	Up to \$ 750
Inpatient Hospital Room Charges Per Diem	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges Per Diem	Up to \$300 per day	Up to \$ 750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	UCR up to \$3,500	UCR up to \$7,500
Emergency Room Charges: (policy provides additional benefits for x-rays, scans, physician fees and other specified policy benefits)	UCR up to \$300	UCR up to \$750
Orthopedic devices, braces or appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	N/A	Up to \$ 50
Dental Treatment	Up to \$350 \tooth	Up to \$750 \tooth
Emergency Ambulance Service	Up to \$250	Up to \$750

CURRENT STUDENT RATES

Group Rates for Voluntary Plan	Plan A	Plan B
School-Time Plan (Grades Pre-K-12)	\$9.00	\$25.00
24-Hour Plan (Grades Pre-K-12)	\$47.00	\$150.00
Before and After Care	\$8.00	NA
Rates for Tackle Football, grades 9,10,11,12th Fall FHSAA Try-Out Sessions and Classic Game	\$15.00	\$35.00
Regular FHSAA Season Practices and Games	\$ 60.00	\$120.00
FHSAA Spring Practice Sessions and Jamboree	\$ 20.00	\$40.00
FHSAA Try-Out, Regular Season and Spring	\$85.00	\$190.00

Head Start and Early Head Start Programs
RATE/PREMIUM

	Rate	x	Est. Enrollment = Est. Annual Premium	
	Rate		<u>Estimated*</u> Enrollment (Plan A & Plan B)	<u>Estimated* Annual</u> Premium
<u>Voluntary Accident</u>				
24 HR Plan A – Basic Benefits	\$47.00		1,203	\$56,541.00
24 HR Plan B – Enhanced Benefits	\$150.00		301	\$45,150.00
<u>At School Plan A – Basic Benefits</u>				
At School Plan A – Basic Benefits	\$9.00		1,332	\$11,988.00
At School Plan B – Enhanced Benefits	\$25.00		333	\$8,325.00
<u>Voluntary Athletics</u>				
High School Football Full Season Plan A – Basic Benefits	\$85.00		220	\$18,700.00
High School Football Full Season Plan B – Enhanced Benefits	\$190.00			
Football Pre-Season Only – Plan A	\$15.00			
Plan B	\$35.00			
Football Regular Season Only – Plan A	\$60.00			
Plan B	\$120.00			
Football Spring Practice Only – Plan A	\$20.00			
Plan B	\$40.00			
<u>Mandatory Accident</u>				
Head Start and Early Head Start Plan A – Basic Benefits	\$8.00		2,120	\$16,960.00
Head Start and Early Head Start Plan B – Enhanced Benefits	\$14.00			
Total Estimated Annual Premium				
			\$157,664.00	
Estimated Commissions				
			10%	
Administration Fees (If Applicable)				
			None	

***This will vary depending upon the enrollment.**

VOLUNTARY STUDENT ACCIDENT INSURANCE COMPANY

Policy Benefit	Plan A	Plan B
Maximum Medical	\$25,000	\$25,000
Loss of Life	\$1,500	\$3,000
Double Dismemberment	\$7,500	\$10,000
Single Dismemberment	\$1,000	\$2,000
Initial Treatment Period Requirement	30 days	30 days
Eligible Treatment Expense Benefit Period	52 Weeks	52 Weeks
Initial Non-Surgical Physician's Benefit	\$50	\$75
Physician's Non-Surgical Follow-Up Visits	\$40	\$45
Outpatient Therapy or Similar Treatment Visits	Up to \$200 @ \$40 per visit	Up to \$400 @\$45 per visit
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees)	Per Florida Work Comp Fee Schedule; \$3,500 maximum	Per Florida Work Comp Fee Schedule; \$7,500 maximum
X-Rays, EEG, CAT Scans (includes Reading Fees)	UCR up to \$150	Up to \$350
MRI	UCR up to \$500	Up to \$750
Inpatient Hospital Room Charges Per Diem	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges per Diem	Up to \$300 per day	Up to \$750 per day
Hospital Out-patient, Surgi-Care Center or "Same Day Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	UCR up to \$3,500	UCR up to \$7,500
Emergency Room Charges (policy provides additional benefits for x-rays, scans, physician fees and other specified policy benefits)	UCR up to \$300	UCR up to \$750
Orthopedic devices, braces or appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	N/A	Up to \$50
Dental Treatment	Up to \$350/tooth	Up to \$750/tooth
Emergency Ambulance Services	Up to \$250	Up to \$750

CURRENT STUDENT RATES

Group Rates for Voluntary Plan	Plan A	Plan B
School-Time Plan (Grades Pre-K – 12)	\$9.00	\$25.00
24-Hour Plan (Grades Pre-K – 12)	\$47.00	\$150.00
Before and After Care	\$8.00	N/A
Rates for Tackle Football, grades 9 – 12 Fall FHSAA Try-out Sessions and Classic Games	\$15.00	\$35.00
Regular FHSAA Season Practices and Games	\$60.00	\$120.00
FHSAA Spring Practice Sessions and Jamboree	\$20.00	\$40.00
FHSAA Try-out, Regular Season and Spring	\$85.00	\$190.00

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

June 25, 2013

TO: School Board Members

FROM: Maurice L. Woods *MW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *RWR*
Superintendent of Schools

SUBJECT: **NOTIFICATION OF BIDS AWARDED FOR LESS THAN \$1,000,000 AND RFPS AWARDED FOR LESS THAN \$500,000 PURSUANT TO SCHOOL BOARD POLICY 3320, PART II, RULES (D), (N), (T)**

In accordance with School Board Policy 3320, please find listed below those bids awarded for less than \$1,000,000, RFPs awarded for less than \$500,000, and awards for the utilization of state contracts or piggy-back of other governmental agency contracts less than \$1,000,000.

Notification to the Board of these amounts does not mean that the amounts shown will be spent. These amounts represent the estimated contract value and purchases may be made from available funds in various school/department/center budgets and do not require any changes to the District budget.

New Bid/RFP Award

<u>Bid/RFP</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>AMOUNT</u>
13-061N	Marker Boards and Whiteboards Contract period: June 25, 2013 though June 30, 2016	Various Locations	\$750,000
Note: Includes an award recommendation to one certified M/WBE Vendor: Office Express Supplies, Inc. (Hispanic-American M/WBE: Hialeah, Florida)			
14-014V	Risk Management Property & Casualty Insurance Consultant Services Contract period: July 1, 2013 through June 30, 2016	Risk Management	\$100,000
14-015P	Student and Athletic Accident Insurance and Catastrophic Accident Coverages Contract period: July 1, 2013 through June 30, 2016	Risk Management	\$300,000



New Bid/RFP Award (continued)

14-020N	Sewing Machines, Service & Repair of Commercial & Domestic Contract period: July 1, 2013 through June 30, 2016	Various Locations	\$500,000
14-024T	Inspection and Maintenance for Chemical Dilution Tanks Contract period: July 1, 2013 through June 30, 2016 or as amended	Physical Plant Operations	\$500,000
*53-129T	Portable Bleachers – Catalog Bid Contract period: June 25, 2013 through February 15, 2014 or as renewed	Various Locations	\$200,000
*53-131V	USDA #1 Donated Fresh Fruit and Vegetable Products Contract period: August 1, 2013 through March 12, 2014 or as renewed	Food and Nutrition Services	N/A
*53-132V	Produce Contract period: June 25, 2013 through March 9, 2014 or as renewed	Food and Nutrition Services	\$900,000
*53-133N	Marker & Tack Boards Contract period: June 25, 2013 through July 30, 2013 or as renewed	Various Locations	\$750,000

*School Board Policy 3320, Part II, Rule n, allows for the purchase of items from contract awarded by other city or county governmental agencies, other school boards, community colleges, or state university system cooperative bid agreements. Award of this contract will allow the Supply Management & Logistics Department to release purchase orders for items awarded in this contract in a timely manner at contract prices. These requests do not increase current budgets.

If you have any questions, or require additional information, **please contact Mr. Bill Harris, Director, Supply Management & Logistics at 754-321-0501.**

RWR/MLW/BH:ak

cc: Senior Leadership Team
 Bill Harris, Director, Supply Management & Logistics

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management & Logistics Department

RFP No.: 14-015P Board Meeting: P -JUNE 25, 2013
Description: STUDENT AND ATHLETIC ACCIDENT INSURANCE Notified: 197 Downloaded: 16
AND CATASTROPHIC ACCIDENT COVERAGES
TERM CONTRACT RFP Rec'd: 3 No Bids: 0
For: RISK MANAGEMENT RFP Opening: APRIL 30, 2013
(School/Department)
Fund: HEAD START GRANT Advertised Date: MARCH 28, 2013

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and www.Demandstar.com on **MAY 9, 2013 @ 3:00 PM**, and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

RECOMMENDATION/TABULATION

PROPOSALS WERE EVALUATED BY THE EVALUATION COMMITTEE CONSISTING OF:


ASTON HENRY - SUPERVISOR, RISK MANAGEMENT
TODD SUSSMAN - PRIVACY OFFICER, RISK MANAGEMENT
KATHRYN CLARK - REGISTER NURSE, CURRICULUM INSTRUCTION

BASED UPON SECTION 5.0 OF THE RFP, THE EVALUATION COMMITTEE EVALUATED PROPOSALS AND ASSIGNED POINTS TO ALL QUALIFIED PROPOSERS. THE EVALUATION COMMITTEE HAS SELECTED THE FOLLOWING AS THE TOP-RANKED PROPOSERS TO BE RECOMMENDED FOR AWARD:

<u>VENDORS</u>	<u>COVERAGES</u>
SCHOLASTIC INSURANCE OF FLORIDA, LLC (D/B/A) SCHOOL INSURANCE OF FLORIDA	STUDENT AND ATHLETIC ACCIDENT INSURANCE
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	CATASTROPHIC ACCIDENT COVERAGES

CONTRACT PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2016

ADDITIONALLY, IT IS RECOMMENDED THAT THE PROPOSAL LISTED ON THE ATTACHED PROPOSAL REJECTION SHEET NOT BE CONSIDERED FOR THE REASON STATED.

By:  Date: 5/11/13
(Purchasing Agent)

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

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

RFP 14-015P

Student and Athletic Accident Insurance and
Catastrophic Accident Coverage

Proposal Rejection Sheet

Reject Proposal from Mutual of Omaha Insurance Company as non-responsive. **Section 4.2, Minimum Eligibility, paragraph 4.2.1**, states, "Proposer must agree to language in Section 7.1, Indemnification. **General Condition 7.0, Section 7.1, Indemnification**, states, **"This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive"**. Proposer conditioned Proposal with the following statement: "Mutual is unable to agree without modification to the language specified in 7.1.2.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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



PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

SCHOOL BOARD
DONNA P. KORN, Chair
DR. ROSALIND OSGOOD, Vice Chair

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
ABBY M. FRIEDMAN
PATRICIA GOOD
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

VIA EMAIL & FACSIMILE

October 2, 2015

Mr. Tom Gill
Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road
Boca Raton, Florida 33431

Phone: 561-995-6706
Fax: 561-995-6708
Email: tom_gill@ajg.com

Reference: RFP 14-015V – Student and Athletic Insurance and Catastrophic Accident Coverages

Dear Mr. Gill:

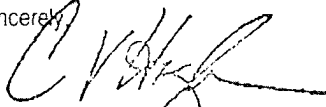
The above-referenced contract expires **June 30, 2016**. In accordance with Special Condition 2.3 of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from **July 1, 2016** through **June 30, 2017** for Catastrophic Accident Coverages. **This letter does not constitute the actual renewal or contract offer.** Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain (or reduce) the current annual premium. Please execute this document on the space provided and return it to my attention **no later than October 12, 2015**. For our informational backup, when going to our Board to approve any renewal, if this RFP is not renewed and SBBC goes out for a new RFP, would your hourly costs remain the same, would your hourly costs be lower or would your hourly costs increase?


If this RFP is not renewed, annual ^{commission} premium in the new RFP would stay the same (check if yes) *
If this RFP is not renewed, annual premium in the new RFP would be lower (check if yes)
If this RFP is not renewed, annual premium in the new RFP would be higher (check if yes)

If you checked off that the price(s) would be higher in a new ITB/RFP, by what percentage would the price(s) be higher compared to the prices in RFP 14-015V. Indicate the percentage if you checked off that your price(s) would be higher in a new RFP _____ %

If you do not respond by **October 12, 2015**, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter. My email address is charles.high@browardschools.com

- * Yes, I offer to renew the current contract award at the current awarded price(s).
- Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- No, I do not wish to renew the current contract award.

Sincerely,

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


Signature of Authorized Representative

Tom Gill, Area Assistant Vice President
Name and Title of Authorized Representative (PLEASE PRINT)

CVH/avt
cc: Bid File



Arthur J. Gallagher & Co.

October 9, 2015

Mr. Charles V High, C.P.M., A.P.P., MBA
Purchasing Agent
The School Board of Broward County, Florida
Risk Management Department
600 SE Third Avenue
Fort Lauderdale, FL 33301

Re: RFP 14-015V – Student and Athletic Insurance and Catastrophic Accident Coverages

Dear Mr. High,

Enclosed please find the letter of our intention to renew the captioned contract. Based on the original bid specifications, we can confirm that our brokerage price of 15% commission will not change.

The form also references premium. We have been successful in maintaining the same premium for the three years of this contract. However, as we are almost 10 months ahead of the 7/1/16 renewal date, the carrier cannot commit in writing that the premium rates will remain the same. We do not see any significant changes in the market at this time. We always do our best to provide the best coverage at the best price.

Thank you again for this opportunity to be of continued service. Should you have any questions or desire further information regarding coverage, please contact a member of the Gallagher Team.

Best regards,

Tom Gill, MBA, CRM, CIC
Area Assistant Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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



PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

SCHOOL BOARD
DONNA P. KORN, *Chair*
DR. ROSALIND OSGOOD, *Vice Chair*

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
ABBY M. FLEEDMAN
PATRICIA GOOD
LAURIE RICH J. EVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

VIA EMAIL & FACSIMILE

October 2, 2015

Mr. Lane Smith
Scholastic Insurance of Florida, LLC
d/b/a School Insurance of Florida
200 County Line Ct., Suite 5
Winter Garden, Florida 34787

Phone: 407-798-0290

Fax: 407-798-0296

Email: lanes@lesmith.net

Reference: RFP 14-015V – Student and Athletic Insurance and Catastrophic Accident Coverages

Dear Mr. Smith:

The above-referenced contract expires **June 30, 2016**. In accordance with Special Condition 2.3 of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from **July 1, 2016** through **June 30, 2017** for Student and Athletic Accident Insurance. This letter does not constitute the actual renewal or contract offer. Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain (or reduce) the current annual premium. Please execute this document on the space provided and return it to my attention no later than **October 12, 2015**. For our informational backup, when going to our Board to approve any renewal, if this RFP is not renewed and SBBC goes out for a new RFP, would your hourly costs remain the same, would your hourly costs be lower or would your hourly costs increase?

If this RFP is not renewed, annual premium in the new RFP would stay the same _____ (check if yes)

If this RFP is not renewed, annual premium in the new RFP would be lower _____ (check if yes)

If this RFP is not renewed, annual premium in the new RFP would be higher _____ (check if yes)

unknown - see attached

If you checked off that the price(s) would be higher in a new ITB/RFP, by what percentage would the price(s) be higher compared to the prices in RFP 14-015V. Indicate the percentage if you checked off that your price(s) would be higher in a new RFP _____%

If you do not respond by **October 12, 2015**, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter. My email address is charles.high@browardschools.com

- Yes, I offer to renew the current contract award at the current awarded price(s).
- Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- No, I do not wish to renew the current contract award.

Sincerely,

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

Signature of Authorized Representative

CVH/avt
cc: Bid File

AGENT LANE SMITH
Name and Title of Authorized Representative (PLEASE PRINT)

SCHOOL INSURANCE OF FLORIDA

October 6th, 2015

TO: Mr. Aston Henry
Broward County School Board
Risk Management Department

RE: Broward County 2016-2017 Student Insurance Coverage Extension

Dear Mr. Henry:

Thank you for allowing School Insurance of Florida the privilege of offering student accident insurance coverage options to protect Broward County School District students. It has been a pleasure to be of financial assistance to many families.

We have received the RFP conditions letter. The letter asked if the rates would increase, decrease or stay the same next year if SBBC went out to bid. The rates are generally not provided until late April or May and we are unable to know or speculate the rates at this time. However, we are pleased to advise you that the insurance company has agreed to continue offering the program during the 2016-2017 school term at the same rate and coverage levels. The group coverage for Before and After School participants will also be continued at the same rate and coverage levels. The company has agreed to offer another 2 year rate guarantee at this time. These options to extend coverage are subject to the school board approval by December 1, 2015.

School Insurance of Florida will continue to print and ship approximately 280,000 hardcopy enrollment brochures and separate football participant enrollment forms. We will also continue to offer parents the option to enroll with a credit card online by accessing our custom designed website for Broward County.

To confirm your continued participation please forward the attached application prior to December 1st, 2015. We appreciate your trust and confidence regarding the implementation of *School Insurance of Florida's* programs!

Sincerely,

Lane Smith

School Insurance of Florida

BROWARD COUNTY SCHOOLS

VOLUNTARY STUDENT ACCIDENT INSURANCE SUMMARY

Policy Benefit	Plan A	Plan B
Maximum Medical	\$ 25,000	\$ 25,000
Loss of Life	\$ 1,500	\$ 3,000
Double Dismemberment	\$ 7,500	\$10,000
Single Dismemberment	\$ 1,000	\$ 2,000
Initial Treatment Period Requirement	30 days	30 days
Eligible Treatment Expense Benefit Period	52 weeks	52 weeks
Initial Non-Surgical Physician's Benefit	\$50	\$ 75
Physician's Non-Surgical Follow-Up Visits	\$40	\$ 45
Outpatient Therapy Or Similar Treatment Visits	Up to \$200 @ \$40 per visit	Up to \$400 @ \$45 per visit
Surgery Fee Schedule (includes assistant surgeon and anesthesiologist fees)	Per Florida Work Comp Fee Schedule; \$3,500 maximum	Per Florida Work Comp Fee Schedule; \$7,500 maximum
X-Rays, EEG, CAT Scans (Includes Reading Fees)	UCR up to \$150	Up to \$ 350
MRI	UCR up to \$500	Up to \$ 750
Inpatient Hospital Room Charges Per Diem	Up to \$350 per day	Up to \$500 per day
Inpatient Hospital Miscellaneous Charges Per Diem	Up to \$300 per day	Up to \$ 750 per day
Hospital Outpatient, Surgi-Care Center or "Same Day" Surgery Facility Charges when Major Surgery is performed requiring general anesthesia	UCR up to \$3,500	UCR up to \$7,500
Emergency Room Charges: (policy provides additional benefits for x-rays, scans, physician fees and other specified policy benefits)	UCR up to \$300	UCR up to \$750
Orthopedic devices, braces or appliances	Up to \$150	Up to \$300
Outpatient Prescription Drugs	N/A	Up to \$ 50
Dental Treatment	Up to \$350 \tooth	Up to \$750 \tooth
Emergency Ambulance Service	Up to \$250	Up to \$750

CURRENT STUDENT RATES

Group Rates for Voluntary Plan	Plan A	Plan B
School-Time Plan (Grades Pre-K-12)	\$9.00	\$25.00
24-Hour Plan (Grades Pre-K-12)	\$47.00	\$150.00
Before and After Care	\$8.00	NA
Rates for Tackle Football, grades 9,10,11,12th Fall FHSAA Try-Out Sessions and Classic Game	\$15.00	\$35.00
Regular FHSAA Season Practices and Games	\$ 60.00	\$120.00
FHSAA Spring Practice Sessions and Jamboree	\$ 20.00	\$40.00
FHSAA Try-Out, Regular Season and Spring	\$85.00	\$190.00

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
 Technology and Support Services Center
 7720 West Oakland Park Boulevard, Sunrise, Florida 33351
 For assistance with this form, please contact (754) 321-0527 or
 E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Arthur J. Gallagher Risk Management Services
 Supplier Contact: Tom Gill
 Contact Telephone: 561.998.6812

Bid No.: 14-015P Purchase Order No.: Various

What was the product / service? Catastrophic Athletic Accident Coverage

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely	Unlikely	Probably	Definitely
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: _____

Name / Title: Aston A. Henry Jr. - Director
 School / Department: Risk Mgmt Dept.
 Contact Telephone: (754) 321-1900
 Participant's Signature: Aston A. Henry Jr. Date: 5/23/2016

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
 Technology and Support Services Center
 7720 West Oakland Park Boulevard, Sunrise, Florida 33351
 For assistance with this form, please contact (754) 321-0527 or
 E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Scholastic Insurance of Florida, LLC d/b/a School Insurance of Florida
 Supplier Contact: Lane Smith
 Contact Telephone: 800-432-6915

Bid No.: 14-015P Purchase Order No.: None

What was the product / service? Student and Athletic Accident Coverage

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: _____

Evaluation Form Completed By: Aston H. Henry, Jr. - Director
 Name / Title: _____
 School / Department: BISK Mgmt. Dept.
 Contact Telephone: (754) 321-1900
 Participant's Signature: Aston H. Henry, Jr. Date: 5/23/2016