



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2017-09-26 10:05 - THE SCHOOL BOARD OF BROWARD CO
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	E. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

**ITEM No.:**  
E-4.

**TITLE:**  
Recommendation of \$500,000 or Less - 18-010V - Voluntary Supplemental Insurance for School Board Employees

**REQUESTED ACTION:**  
Approve the recommendation to award the contracts for the above referenced Request for Proposal (RFP). Contract Term: January 1, 2018 through December 31, 2020, 3 Years; User Department: Benefits and Employment Services; Award Amount: None; Awarded Vendor(s): Combined Insurance Company of America; Small/Minority/Women Business Enterprise Vendor(s): Jet Graphics.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida, received eight (8) proposals for RFP 18-010V - Voluntary Supplemental Insurance for School Board Employees.  
A copy of the RFP documents are available online at:  
[http://www.broward.k12.fl.us/supply/agenda/18-010V\\_VoluntarySupplementalInsurance\\_REVISED-DMO1214.pdf](http://www.broward.k12.fl.us/supply/agenda/18-010V_VoluntarySupplementalInsurance_REVISED-DMO1214.pdf)  
This Agreement has 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 financial impact to the District. Premiums will be paid by School Board employees who elect to enroll in these plans.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Agreement (3) Recommendation Tabulation 8-22-2017

**BOARD ACTION:**  
  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Dr. Dildra M. Ogburn	Phone: 754-321-3100
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

Approved In Open Board Meeting On: **SEP 26 2017**  
By: *Atty M. Freedman*  
School Board Chair

Signature  
*Maurice Woods*  
9/18/2017, 3:22:42 PM

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Less 18-010V - Voluntary Supplemental Insurance for School Board Employees

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A draft Request for Proposal (RFP) Voluntary Supplemental Insurance for School Board Employees was developed and subsequently reviewed in a public meeting by the Superintendent's Insurance & Wellness Advisory Committee (SIWAC) on December 7, 2016. The RFP was released via DemandStar on December 15, 2016. The School Board of Broward County, Florida, received responses from eight (8) proposers for RFP 18-010V, Voluntary Supplemental Insurance for School Board Employees:

- AFLAC
- BMG Money, Inc.
- Combined Insurance Company of America
- Nationwide
- Legal Access Consulting, LLC, d/b/a LegalEase
- Texas Life Insurance Company
- U.S. Legal Services, Inc.
- Washington National Insurance Company

Seven (7) of the eight (8) proposals were evaluated by the SIWAC on March 29, 2017, based on Experience & Qualifications, Scope of Services, Cost, and Small/Minority/Women Business Enterprise (S/M/WBE). The proposal for LegalEase was rejected for failure to meet the minimum eligibility requirements of the RFP under Section 4.2.6. As a result of the scoring and ensuing negotiations for the remaining proposals, the SIWAC voted to recommend to the Superintendent the following awards:

- **AFLAC**
  - Accident, Term Life, Short Term Disability, Hospital Indemnity, Critical Illness
- **BMG Money, Inc.**
  - Consumer Loans
- **Combined Insurance Company of America**
  - Accident, Critical Illness and Life Insurance
- **Texas Life Insurance Company**
  - Voluntary Permanent Life Insurance
- **U.S. Legal Services, Inc.**
  - Pre-paid Legal Services
- **Washington National Insurance Company**
  - Cancer, Critical Illness, Accident, Life Insurance

The above-listed vendors, **with the exception of Combined Insurance Company of America (COMBINED)**, were awarded contracts on August 22, 2017. This request is to approve the contract for COMBINED.

Upon approval of this School Board item, the Voluntary Supplemental products noted above, inclusive of COMBINED, will continue to provide District employees with a wide range of supplemental benefits options.

There is no cost to the School Board. Employees are responsible for all costs of these Voluntary Supplemental products, should they elect to enroll in these plans.

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 26<sup>th</sup> day of September, 2017, by and between

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

and

**COMBINED INSURANCE COMPANY OF AMERICA**  
(hereinafter referred to as "COMBINED"),  
whose principal place of business is  
8750 W. Brynmawr Avenue  
Chicago, IL 60631

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 18-010V Voluntary Supplemental Insurance for School Board Employees dated December 15, 2016 and amended by Addendum Number One dated December 23, 2016. (herein referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance for School Board Employees; and

**WHEREAS**, the SBBC is in need of certain products and services and has selected COMBINED to provide such products and services; and

**WHEREAS**, COMBINED is willing to provide such products and services to SBBC; offered a proposal dated February 8, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and COMBINED desire to memorialize the terms and conditions of this Agreement to include references to the Application for Group Policy-Critical Illness; Application for Group Policy-Accident; Application for Group Policy-Lifetime Benefit Term, respectively attached as Exhibits A – C to this Agreement; and

**WHEREAS**, the SBBC and COMBINED desire to memorialize the terms and conditions of their Agreement.

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

## **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 initial term of this Agreement shall commence on January 1, 2018 and conclude on December 31, 2020. The term of the Agreement may be extended by two (2) additional one-year periods. If needed, upon SBBC's sole option, after the initial contract period or any one-year renewal option, SBBC may exercise its option to extend the contract for 180 days beyond the expiration date of the renewal period, at a rate change not to exceed the CPI of the previous year.

2.02 **Minimum Eligibility.** COMBINED agrees to Section 4.0, Minimum Eligibility without any deviations.

2.03 **Direct Billing.** COMBINED agrees to provide direct billing for all employees that leave SBBC at no cost to SBBC on any products offered under this contract.

2.04 **Participation.** COMBINED agrees to waive any minimum participation requirements for all products covered under this Agreement.

2.05 **Section 125.** COMBINED agrees to offer all products on a post-tax basis.

2.06 **Employee Application.** COMBINED agrees to provide a copy of the employee's signed Application for elected product(s) at the time of signature. In addition, COMBINED agrees to provide SBBC with information needed for payroll deductions.

2.07 **Domestic Partners.** COMBINED agrees to offer, Accident, Critical Illness, and Life Insurance coverage to dependents and domestic partners at the same rates offered to SBBC employees.

2.08 **Self-Billing.** COMBINED agrees to accept SBBC's self-billing/remittance process without any deviations, provided however, that each payroll cycle, COMBINED will receive a form of deduction/reduction report, deduction register, or receipt file showing deductions made for employees enrolled in the consumer financial product plan. The file format of such report will be subject to the prior approval of SBBC. It will be the responsibility of COMBINED to provide SBBC with any discrepancies within 10 business days.

2.09 **Performance Standards.** COMBINED agrees to all of the performance standards as outlined in Attachment I to the Proposal submitted in response to the RFP by COMBINED, with the exception of the negotiated modifications listed below:

- o Clean Claims processing

COMBINED further agrees to provide at a minimum, annual reporting and metrics on each of the performance guarantees and understands that SBBC has the right to audit any of the reported metrics.

2.10 **Marketing.** COMBINED agrees to only market to SBBC employees the following products – Accident (both the Gold and Diamond Plans, on a 24-hour basis), Critical Illness, and Life Insurance plans, as more fully described in their proposal.

2.11 **Accident Benefits.** COMBINED agrees to offer an Accident Plan, as more fully described in their Proposal.

- COMBINED agrees to offer the following Physical Therapy Benefits:
  - Gold Plan at \$25.00 with 10 visits
  - Diamond Plan at \$50 with 10 visits
  - Additional riders are available, as more fully described in their proposal at the discretion of the employee and/or their dependent(s)

2.12 **Critical Illness Benefits.** COMBINED agrees to provide the following Plans/Benefits as more fully described in their Proposal:

2.13 **Life Insurance Benefits.** COMBINED agrees to offer a Life Insurance Plan(s), as more fully described in their proposal.

- COMBINED further agrees to cover all Benefit eligible employees who work 20 or more hours per week.

2.14 **Additional Documents.** SBBC and COMBINED, desire to enter into Group Application Policy Agreements. **Exhibit A - Application for Group Policy-Critical Illness; Exhibit B - Application for Group Policy-Accident and Exhibit C – Application for Group Policy-Lifetime Benefit Term.**

2.15 **Premiums.** COMBINED agrees to guarantee premium rates for the term of the Agreement. During the term of the Agreement. During the term of the Agreement, if the rates are changed for the entire block of business within the State of Florida, COMBINED agrees to provide at a minimum, 270 days' notice prior to the effective date of January 1<sup>st</sup>.

2.16 **M/WBE.** COMBINED will provide for MWBE participation as subsequently negotiated as follows:

- COMBINED agrees to allocate a total of \$500 per line of coverage (Accident, Critical Illness, and Life) for a total of \$1,500 annually for Jet Graphics.
- COMBINED also agrees to provide a 30 day written notice for substitution of an M/WBE vendor.

2.17 **Underwriting.** COMBINED has agreed to waive underwriting and pre-existing requirements for all accident coverage. Underwriting will still apply to critical illness and life insurance options.

2.18 **Commission Schedule:**

- Accident Plan Commission: First year at 70% and thereafter 5%
- Critical Illness Commission: First year at 70% and thereafter 10%

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

- First: This Agreement
- Second: Addendum Number One [dated December 23, 2016] to the RFP;
- Third: RFP 18-010V "Voluntary Supplemental Insurance for School Board Employees";
- Fourth: The Proposal submitted in response to the RFP by COMBINED

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

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

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

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

(h) Inspector General Audits. *COMBINED* 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.

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

To SBBC: Superintendent of Schools  
Broward County Public Schools  
600 Southeast Third Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits & Employment Services  
Broward County Public Schools  
7770 W. Oakland Park Boulevard – 1<sup>st</sup> Floor  
Sunrise, Florida 33351

To COMBINED: Chris Martin, President  
Combined Insurance Company of America  
1000 N. Milwaukee Avenue, 6<sup>th</sup> Floor  
Glenview, IL 60025

With a Copy to: Henry Trevor, AVP, Group Underwriting  
1000 N. Milwaukee Avenue, 6<sup>th</sup> Floor  
Combined Worksite Solutions  
Glenview, IL 60025

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

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

### **ARTICLE 3 – GENERAL CONDITIONS**

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

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

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.

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

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

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract 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 Section 1002.22, Florida Statutes, or 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 Section 1002.22, 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.

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

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

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

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

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

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

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

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

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

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

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

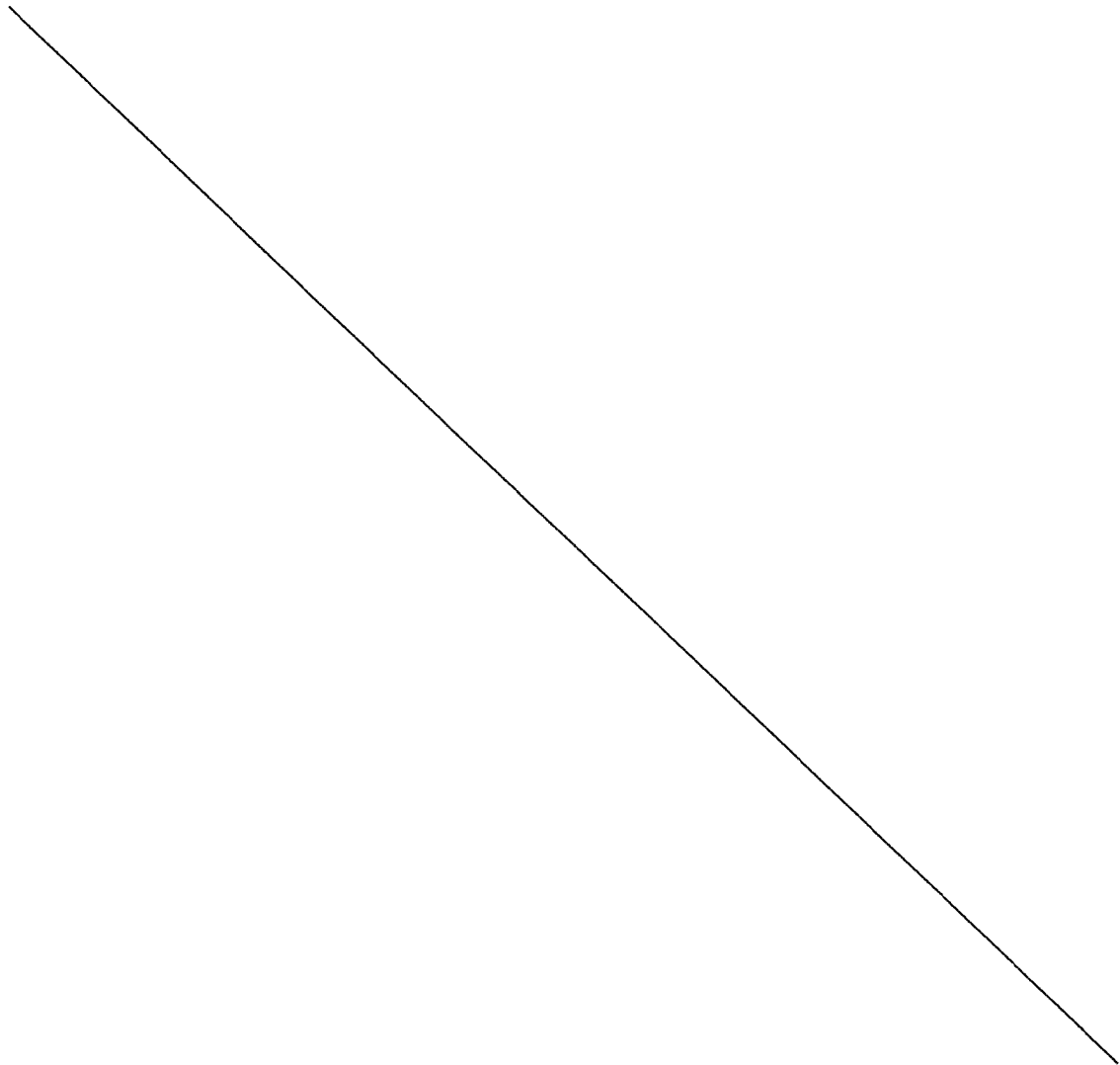
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such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

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

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

3.25 **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.

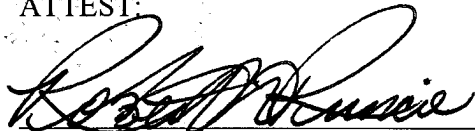


SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

 08/31/17  
Office of the General Counsel

**FOR COMBINED**

(Corporate Seal)

COMBINED INSURANCE COMPANY OF AMERICA

ATTEST:

By *Chris Martin*  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

*Robert J. Dun*  
Witness

*Angela Turner*  
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 Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2017 by Chris Martin of Combined Insurance Company,  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/agency.

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

My Commission Expires:

*Nancy W. Sieder*  
Signature - Notary Public

Nancy W. Sieder  
Printed Name of Notary

7/14/21 533418  
Notary's Commission No.

(SEAL)



**COMBINED INSURANCE COMPANY OF AMERICA**  
Home Office: 111 East Wacker Drive \* Suite 700 \* Chicago, Illinois 60601

**APPLICATION FOR GROUP POLICY**

Name of Employer:       **The School Board of Broward County, Florida**  
Address:                   **7720 West Oakland Park Blvd., 1<sup>st</sup> Floor, Sunrise, Florida 33351-6704**

The Employer hereby applies for the following Combined Insurance Company of American's Policy:

- **Critical Illness**
- The Employer hereby authorizes Combined, its licensed agents to offer all Benefits eligible employees the opportunity to enroll for coverage under the Policy/Policies issued to the Employer.
- Combined agrees to provide SBBC with a list of its agents assigned to the SBBC account. The list of Agents shall not exceed fifteen (15) and must be submitted quarterly, beginning in December, effective January 1, 2018.
- An eligible employee is one who works at least 20 hours per week and who has been actively employed by Broward County Public Schools, after having met the established waiting period for Benefits coverage; the first day of the month following an up to 90 day waiting period.
- The Employer agrees to deduct any premiums for this coverage from employee's paychecks and forward these premiums to Combined when due.
- The Employer agrees to reimburse Combined for any and all premiums, and costs associated with the loss thereof, which are misappropriated by Employer/Organization or any of its employees, agents, or representatives.



SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Abby M. Freedman  
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 08/31/17  
Office of the General Counsel

FOR COMBINED

(Corporate Seal)

COMBINED INSURANCE COMPANY OF AMERICA

ATTEST:

By Chris Martin  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

Ray F. Green  
Witness

[Signature]  
Witness

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STATE OF Illinois

COUNTY OF Cook

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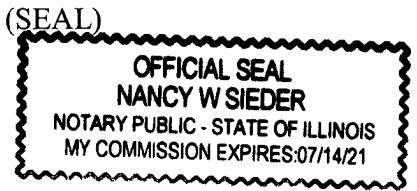
He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 7/14/21

[Signature]  
Signature - Notary Public

Nancy W. Sieder  
Printed Name of Notary

7/14/21 533418  
Notary's Commission No.



**COMBINED INSURANCE COMPANY OF AMERICA**  
Home Office: 111 East Wacker Drive \* Suite 700 \* Chicago, Illinois 60601

**APPLICATION FOR GROUP POLICY**

Name of Employer: **The School Board of Broward County, Florida**  
Address: **7770 West Oakland Park Blvd., 1<sup>st</sup> Floor, Sunrise, Florida 33351-6704**

The Employer hereby applies for the following Combined Insurance Company of American's Policy/Policies:

○ **Group Accident**

- The Employer hereby authorizes Combined, its licensed agents to offer all Benefits eligible employees the opportunity to enroll for coverage under the Policy/Policies issued to the Employer.
- Combined agrees to provide SBBC a list of its agents assigned to the SBBC account. The list of Agents shall not exceed fifteen (15) and must be submitted quarterly, beginning in December, effective January 1, 2018.
- An eligible employee is one who works at least 20 hours per week and who has been actively employed by Broward County Public Schools, after having met the established waiting period for Benefits coverage; the first day of the month following an up to 90 day waiting period.
- The Employer agrees to deduct any premiums for this coverage from employee's paychecks and forward these premiums to Combined when due.
- Employer agrees to reimburse Combined for any and all premiums, and costs associated with the loss thereof, which are misappropriated by Employer/Organization or any of its employees, agents, or representatives.

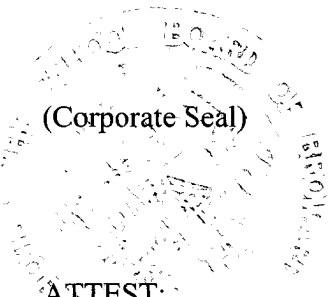
SBBC

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Abby M. Freedman  
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

[Signature] 08/31/17  
Office of the General Counsel



(Corporate Seal)

ATTEST:

[Signature]

Robert W. Runcie, Superintendent of Schools

FOR COMBINED

(Corporate Seal)

COMBINED INSURANCE COMPANY OF AMERICA

ATTEST:

By *Chris Martin*  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

*Ron F. Dean*  
Witness

*My [unclear]*  
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 Illinois

COUNTY OF Cook

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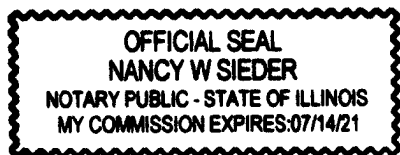
He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 7/14/21

*Nancy W. Sieder*  
Signature - Notary Public

Nancy W. Sieder  
Printed Name of Notary

(SEAL)



7-14-21 533418  
Notary's Commission No.



**Combined Insurance Company of America**  
 ("The Company")  
**Group Policyholder Application**  
 Home Office: 111 East Wacker Drive, Suite 700, Chicago, IL 60601  
 Administrative Office: 17 Church St., Keene, NH 03431

Name of Entity/Policyholder: <b>The School Board of Broward County Florida</b>	Policy Number: <b>CI5-LBT</b>
Address (No., Street, City, State & ZIP Code): <b>7770 West Oakland Park Blvd, 1st Floor, Sunrise, FL33351</b>	Policy Effective Date: <b>Jan. 1, 2018- Dec. 31, 2020</b>
Contact Name, Phone # and Fax #: <b>Dr. Dildra Martin-Ogburn, Director, Benefits &amp; Employment Services (754) 321-3111</b>	

The Entity/Policyholder requests to participate in the **Lifetime Benefit Term Group Policy** offered by COMBINED and authorizes COMBINED's, its approved list of agents to offer Benefits Eligible employees the opportunity to purchase the product listed above.

The Entity/Policyholder must:

1. Allow agents to conduct SBBC scheduled enrollments of all Benefits Eligible Classes, as shown in the Policy Schedule. Eligible Classes are:
  - a. Eligible Employees, who must be actively at work, as determined by COMBINED's underwriting rules, on the date the enrollment form is signed.
  - b. their Eligible Spouses; and
  - c. their Eligible Dependents.

2. Honor all Deduction Authorization forms signed by its employees, if any, for payment of the premium to COMBINED when due. Bills will normally be sent once each month for any premiums due and the Policyholder shall forward all deductions to the Insurer within 15 days of the receipt of the monthly billing. The Policyholder shall maintain records of all premiums withheld on behalf of its employees. The Policyholder will communicate any deduction or billing changes to COMBINED.

3. Indicate selection of Policy and Riders that may be made available to Eligible Classes, subject to state and/or underwriting approvals:

	Accept	Decline
Group Lifetime Benefit Term Insurance Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accidental Death Benefit Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waiver of Premium Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Payor Waiver of Premium Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dependent Child Rider	<input type="checkbox"/>	<input type="checkbox"/>
Level Term Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accelerated Death Benefit for Terminal Illness Rider	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guaranteed Insurance Option Benefit Rider	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accelerated Death Benefit for Qualified Long Term Care Insurance Rider	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extended Acceleration for Death Benefit for Qualified Long Term Care Insurance Rider <input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Restoration Rider <input type="checkbox"/> 25% <input type="checkbox"/> 50%	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

4. Election of Nonforfeiture Option to be provided to Eligible Classes:
  - Paid-Up Benefit  None

Will the Policyholder pay for any of the premium for the coverage elected?  Yes  No  
 Will the Policyholder pay for the entire premium for the coverage elected?  Yes  No

Enrollment Period: from **January 1, 2018 to December 31, 2020**

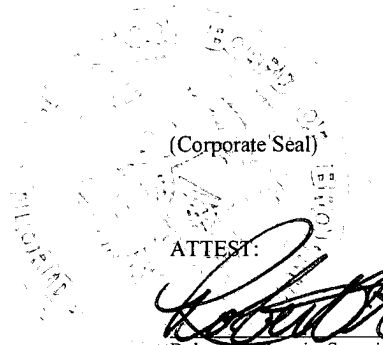
**Officer/Representative:** To the best of your knowledge, will the coverage applied for replace any life or annuity coverage now in force on the life of any

Proposed Insured? (If Yes, complete appropriate State replacement forms).....   
 Yes  No

**Agent:** To the best of your knowledge, will the coverage applied for replace any life or annuity coverage now in force on the life of any Proposed

Insured? (If Yes, complete appropriate State replacement forms) .....  
 Yes  No

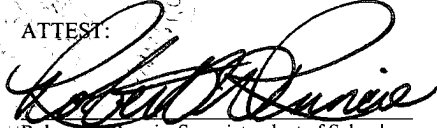
SBBC



(Corporate Seal)

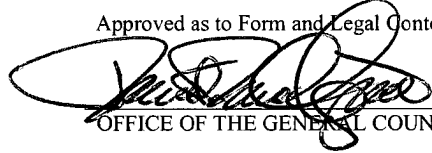
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

 08/31/17  
OFFICE OF THE GENERAL COUNSEL

FOR COMBINED

(Corporate Seal)

COMBINED INSURANCE COMPANY OF AMERICA

ATTEST:

By Chris Martin  
Chris Martin, President

\_\_\_\_\_, Secretary

-or-

Robert J. Green  
Witness

Myra  
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 Illinois

COUNTY OF Cook

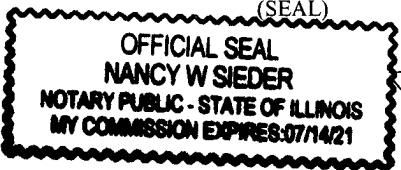
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2017 by Chris Martin of Combined Insurance Company,  
Name of Person Name of Corporation or Agency  
on behalf of the corporation/agency.

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

My Commission Expires:  
Nancy W. Sieder  
Signature - Notary Public

Nancy W. Sieder  
Printed Name of Notary

7/14/17 533418  
Notary's Commission No.





**The School Board of Broward County, Florida  
Procurement & Warehousing Services**

<b>ITB / RFP No.:</b>	18-010V	<b>Tentative Board Meeting Date*:</b>	AUGUST 22, 2017
<b>Description:</b>	VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES	<b>Notified:</b>	600
		<b>Downloaded:</b>	54
		<b>ITB / RFP Rec'd:</b>	8
		<b>No. Bids:</b>	0
<b>For:</b>	BENEFITS & EMPLOYMENT SERVICES	<b>ITB / RFP Opening:</b>	FEBRUARY 9, 2017
<b>Fund:</b>	N/A	<b>Advertised Date:</b>	DECEMBER 15, 2016

**POSTING OF ITB / RFP RECOMMENDATION/TABULATION:** ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **APRIL 3, 2017 @ 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 District 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 Procurement & Warehousing Services, 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.

(\* The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

BASED UPON THE RECOMMENDATION OF THE SUPERINTENDENT'S INSURANCE & WELLNESS ADVISORY COMMITTEE (SIWAC), IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSERS BE RECOMMENDED FOR AWARD FOR INDIVIDUAL INSURANCE PLANS FOR VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES.

<u><b>COVERAGE</b></u>	<u><b>PROPOSER</b></u>
ACCIDENT PLANS	CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE COMPANY PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS
*CANCER PLANS	CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE COMPANY
*CONSUMER FINANCIAL PLANS	<b>BMG MONEY, INC.</b>
CRITICAL ILLNESS PLANS	CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE COMPANY PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS
*HOSPITAL INDEMNITY PLANS	CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC
LIFE INSURANCE PLANS	CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC <b>TEXAS LIFE INSURANCE COMPANY</b> CNO SERVICES, LLC D/B/A WASHINGTON NATIONAL INSURANCE COMPANY PENNSYLVANIA CASUALTY COMPANY D/B/A COMBINED INSURANCE COMPANY OF AMERICA – COMBINED WORKSITE SOLUTIONS

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.

\*PREPAID LEGAL PLANS

U.S.LEGAL SERVICES, INC.

\*SHORT TERM LIABILITY PLANS

CONTINENTAL AMERICAN INSURANCE COMPANY D/B/A AFLAC

M/WBE ADVISOR: LAVINIA FREEMAN, M/WBE SPECIALIST III

(\* ) IN ACCORDANCE WITH SECTION 5.1 OF THE RFP, EVALUATION OF PROPOSALS, IF ONLY ONE PROPOSAL IS RECEIVED, THE COMMITTEE MAY PROCEED WITHOUT SCORING THE ONE RESPONSIVE PROPOSAL AND MAY NEGOTIATE THE BEST TERMS AND CONDITIONS WITH THAT SOLE PROPOSER OR MAY RECOMMEND THE REJECTION OF ALL PROPOSALS AS PERMITTED BY SECTION 6A-1.012(12)(c), F.A.C. THE COMMITTEE ELECTED TO NEGOTIATE WITH THE SOLE PROPOSER FOR EACH INSURANCE PLAN AS INDICATED ABOVE.

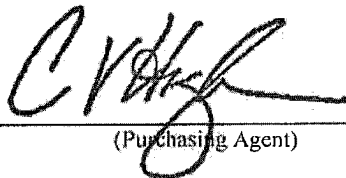
A PROPOSAL WAS RECEIVED FROM NATIONWIDE FOR PET INSURANCE. DURING NEGOTIATIONS, THE COMMITTEE DECLARED AN IMPASSE IN WRITING A CONTRACT WITH NATIONWIDE AND THE COMMITTEE DECIDED TO REJECT ALL PROPOSALS RECEIVED FOR PET INSURANCE.

NO PROPOSALS WERE RECEIVED FOR LONG-TERM CARE AND HOMEOWNERS INSURANCE; THESE PLANS WILL NOT BE REBID.

IT IS RECOMMENDED FOR REASON STATED ON THE ATTACHED RFP REJECTION SHEET, THE RFP IN ITS ENTIRETY BE REJECTED FOR NOT COMPLYING WITH THE REQUIREMENTS OF THE RFP.

CONTRACT PERIOD: JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

By: \_\_\_\_\_



(Purchasing Agent)

Date: \_\_\_\_\_

4/3/17

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# SCORING SHEET

<b>Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Accident</b>		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
<b>Section A: Experience and Qualifications</b>		<b>30</b>										
	AFLAC	30	25	25	27	27	23	27	28	28	27	27
	Combined Insurance Company of America	28	20	25	15	21	20	28	26	20	20	23
	Washington National Insurance Company	29	22	25	20	27	24	25	24	17	17	24
<b>Section B: Scope of Services</b>		<b>30</b>										
	AFLAC	27	25	25	27	28	22	25	28	28	26	26
	Combined Insurance Company of America	25	18	25	15	25	19	23	28	22	22	22
	Washington National Insurance Company	22	20	25	25	27	21	27	28	20	20	24
<b>Section C: Cost of Services</b>		<b>30</b>										
	AFLAC	25	25	25	20	28	23	24	28	28	21	24
	Combined Insurance Company of America	20	20	27	25	26	21	28	26	28	28	25
	Washington National Insurance Company	23	18	21	15	27	20	20	24	14	14	20
<b>Section D1: Supplier Diversity &amp; Outreach Program (M/WBE Participation)</b>		<b>6</b>										
	AFLAC	6	6	6	6	4	6	6	5	6	6	6
	Combined Insurance Company of America	0	0	0	0	0	0	0	3	0	0	0
	Washington National Insurance Company	4	2	2	2	2	4	4	4	4	2	3

# SCORING SHEET

<b>Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Accident</b>		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
<b>Section D2: Supplier Diversity &amp; Outreach Program</b>		<b>2</b>										
(Employment Diversity Statistics)		AFLAC	2	0	0	2	2	2	2	2	2	2
		Combined Insurance Company of America	2	0	2	2	2	2	0	2	2	2
		Washington National Insurance Company	2	2	0	2	2	2	2	2	2	2
<b>Section D3: Supplier Diversity &amp; Outreach Program</b>		<b>2</b>										
(Involvement in Minority Community)		AFLAC	0	2	0	0	2	0	0	0	0	0
		Combined Insurance Company of America	0	2	0	0	0	0	2	0	0	0
		Washington National Insurance Company	0	0	0	0	0	0	0	0	0	0
<b>TOTAL SCORE</b>		<b>100</b>										
		AFLAC	90	83	81	82	91	76	84	91	83	84.6
		Combined Insurance Company of America	75	60	79	57	74	62	81	85	72	71.7
		Washington National Insurance Company	80	64	73	64	85	71	78	82	55	72.4

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# SCORING SHEET

<b>Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Critical Illness</b>		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
<b>Section A: Experience and Qualifications</b>		<b>30</b>										
	AFLAC	30	27	25	27	28	22	27	28	28	28	27
	Combined Insurance Company of America	28	20	25	15	23	19	26	24	24	17	22
	Washington National Insurance Company	29	19	25	20	27	21	28	26	26	20	24
<b>Section B: Scope of Services</b>		<b>30</b>										
	AFLAC	27	26	25	25	28	22	24	24	28	25	26
	Combined Insurance Company of America	24	20	25	20	26	21	27	28	28	22	24
	Washington National Insurance Company	28	19	25	15	27	23	25	25	28	20	23
<b>Section C: Cost of Services</b>		<b>30</b>										
	AFLAC	28	27	26	20	28	26	28	28	25	29	26
	Combined Insurance Company of America	25	21	25	27	26	25	22	22	24	20	24
	Washington National Insurance Company	22	17	24	15	24	24	18	18	26	12	20
<b>Section D1: Supplier Diversity &amp; Outreach Program (M/WBE Participation)</b>		<b>6</b>										
	AFLAC	6	6	6	6	4	6	6	6	6	6	6
	Combined Insurance Company of America	0	0	0	0	0	0	0	0	0	0	0
	Washington National Insurance Company	4	2	2	2	2	4	4	4	2	2	3
<b>Section D2: Supplier Diversity &amp; Outreach Program (Employment Diversity Statistics)</b>		<b>2</b>										
	AFLAC	2	0	2	2	2	2	2	2	2	2	2
	Combined Insurance Company of America	2	0	2	2	2	2	2	0	2	2	2

# SCORING SHEET

<b>Voluntary Supplemental Insurance for School Board Employees RFP 18-010V Life Insurance</b>		Max Points	Shawn Mass	Erum Motiwala	Craig Nichols	Harold "Chip" Osborn	Daniel Reynolds	Donna Sacco	Pete Tingom	Jack Vesey	Joseph Zepetella	Average Score
<b>Section A: Experience and Qualifications</b>		<b>30</b>										
	AFLAC	30	25	25	25	25	26	25	21	28	28	26
	Combined Insurance Company of America	28	20	25	15	24	24	24	27	26	17	23
	Texas Life Insurance Company	29	27	25	27	27	27	22	29	24	20	26
	Washington National Insurance Company	29	18	25	20	28	24	24	28	24	20	24
<b>Section B: Scope of Services</b>		<b>30</b>										
	AFLAC	28	24	25	15	27	26	24	24	26	20	24
	Combined Insurance Company of America	24	18	25	22	27	24	24	27	26	21	24
	Texas Life Insurance Company	27	22	25	25	27	23	29	29	26	26	26
	Washington National Insurance Company	25	20	25	17	27	25	25	25	26	24	24
<b>Section C: Cost of Services</b>		<b>30</b>										
	AFLAC	22	20	23	15	26	28	16	16	28	20	22
	Combined Insurance Company of America	25	24	25	25	28	27	24	24	24	25	25
	Texas Life Insurance Company	26	26	26	27	28	24	28	28	22	29	26
	Washington National Insurance Company	23	22	24	17	26	23	20	20	26	17	22
<b>Section D1: Supplier Diversity &amp; Outreach Program (M/WBE Participation)</b>		<b>6</b>										
	AFLAC	6	6	6	6	4	6	6	6	6	6	6
	Combined Insurance Company of America	0	0	0	0	0	0	0	0	0	0	0
	Texas Life Insurance Company	0	0	0	0	0	0	0	2	0	0	0
	Washington National Insurance Company	4	2	2	2	2	4	2	2	2	2	2

<b>Section D2: Supplier Diversity &amp; Outreach Program</b>		<b>2</b>															
<i>(Employment Diversity Statistics)</i>																	
	AFLAC	2	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Combined Insurance Company of America	2	0	2	2	2	2	2	2	0	2	2	2	2	2	2	2
	Texas Life Insurance Company	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Washington National Insurance Company	2	2	2	2	2	2	2	2	0	2	2	2	2	2	2	2
<b>Section D3: Supplier Diversity &amp; Outreach Program</b>		<b>2</b>															
<i>(Involvement in Minority Community)</i>																	
	AFLAC	0	2	0	0	2	0	0	2	0	0	0	0	0	0	0	0
	Combined Insurance Company of America	0	2	2	0	0	0	0	2	0	0	0	0	0	0	0	1
	Texas Life Insurance Company	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Washington National Insurance Company	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL SCORE</b>		<b>100</b>															
	AFLAC	88	77	81	63	87	87	87	69	90	76	79.8					
	Combined Insurance Company of America	79	64	79	64	81	77	80	78	65	74.1						
	Texas Life Insurance Company	84	77	78	81	84	71	90	74	77	79.6						
	Washington National Insurance Company	83	64	80	58	85	78	75	80	65	74.2						

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RFP 18-010V

VOLUNTARY SUPPLEMENTAL INSURANCE FOR SCHOOL BOARD EMPLOYEES

RFP REJECTION SHEET

Reject entire proposal from Legal Access Consulting, LLC d/b/a LegalEASE. Proposer did not meet the Minimum Eligibility Requirements of the RFP for Section 4.2.6; therefore, their proposal was rejected.