



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Apr 18 2017 10:35AM - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

ITEM No.:
EE-4.

TITLE:
Recommendation of \$500,000 or Less - 18-004V - Casualty Actuarial Services

REQUESTED ACTION:
Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: May 17, 2017, through May 31, 2020, 3 Years; User Department: Risk Management; Award Amount: \$22,500; Awarded Vendor(s): AMI Risk Consultants, Inc.; Minority/Women Business Enterprise Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, received two (2) proposals in response to RFP 18-004V - Casualty Actuarial Services. The RFP provides an actuarial review and analysis and provides a written report and opinion with respect to the funding requirements for the District's Casualty Self-Insurance Program beginning with the 2017/18 fiscal year.
A copy of the bid documents are available online at: http://www.broward.k12.fl.us/supply/agenda/18-004V_Casualty_Actuarial_Svcs.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:
The estimated financial impact to the District will be \$22,500. The funding source will come from Risk Management Department's operating budget. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluation

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Aston Henry	Phone: 754-321-1901
Name: Mary C. Coker	Phone: 754-321-0518

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
4/7/2017, 11:44:55 AM

Approved In Open Board Meeting On: APR 18 2017

By: *Abby M. Freedman*
School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Less 18-004V – Casualty Actuarial Services

The School Board of Broward County, Florida, received two (2) proposals in response to a Request for Proposal (RFP) 18-004V - Casualty Actuarial Services.

The recommended vendor will perform actuarial services noted below for the District's self-insurance program:

- Estimate funding requirement for outstanding claim liabilities to comply with Government Accounting Standards Board Statement number 10.
- Estimated funding requirements for prospective fiscal years 2018/19, 2019/20, and 2020/21.
- Estimate funding requirements for alternate Self-Insured Retentions.
- Estimate cash-flow requirements for paid losses and allocated loss adjustment expenses for prospective fiscal years.

In performing the above-noted analysis, the District will provide historical loss development information and exposure estimates by fiscal year to our selected vendor as noted below:

- Historical loss development information, by accident year and by type of coverage, for incurred and paid losses. Coverage types include workers' compensation, general liability, automobile liability, automobile physical damage, and property.
- Exposure estimated from the beginning to the end of each fiscal year. For workers' compensation, the District will provide payroll; for general liability, provide full-time student enrollment; for automobile liability, will provide the number of owned vehicles, and for property and automobile physical damage, will provide property values.

Evaluations were conducted by three (3) committee members from the District: Aston A. Henry, Jr., Director of Risk Management; Shawn Cerra, Director of Athletics and Student Activities; and Susan Brown, Accounting Specialist II, Risk Management. The committee recommended awarding RFP 18-004V to AMI Risk Consultants, Inc. (AMI).

AMI is an actuarial and risk management consulting firm based out of Miami, Florida. This organization has been in business since May of 1992. The company has provided services for numerous governmental as well as non-governmental entities. AMI currently provides services to Miami-Dade and Collier County public schools, Miami-Dade County, California State Fund, City of Baltimore, and the Chicago Transit Authority.

AMI was chosen based on its extensive experience with state insurance departments, municipalities, large school districts, and various state funds. The firm has expertise with self-insurance programs and property and casualty loss reserve programs.

The evaluation committee negotiated a reduction in AMI's annual proposed price of \$8,000 down to \$7,500 which is a \$500 savings per year which comes to \$1,900 for the term of the contract. AMI received ten (10) points on our scoring rubric as a Minority/Women Business Enterprise vendor.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of April, 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

AMI RISK CONSULTANTS, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1336 SW 146th Court
Miami, Florida 33184

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

WHEREAS, SBBC issued a Request for Proposal as RFP 18-004V – Casualty Actuarial Services (hereinafter referred to as "RFP"), dated November 16, 2016; which is incorporated by reference herein, for the purpose of receiving proposals for casualty actuarial services; and

WHEREAS, VENDOR offered a proposal dated January 5, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

WHEREAS, SBBC is desirous of obtaining, by VENDOR, casualty actuarial services for property and casualty insurance for the District.

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

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

ARTIVLE 2 – SPECIAL CONDITIONS

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.5 of this Agreement, the term of this Agreement shall commence on **May 17, 2017** and conclude on **May 31, 2020**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.01 **Description of Goods or Services Provided.** VENDOR shall provide the services described in **Attachment A** (Statement of Work/Scope of Services)

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

First:	This Agreement, then;
Second:	Addendum No. 2, then;
Third:	Addendum No. 1, then;
Fourth:	RFP 18-004V – Casualty Actuarial Services
Fifth:	Proposal submitted in response to RFP 18-004V by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at a single flat fee of \$7,500 for annual review to include all requested services as outlined in the RFP, to be billed each fiscal year (July 1st through June 30th of the following year.

Single hourly rate for incidental work required under this Agreement.

Senior Consultant:	\$175/hr
Consultant	\$160/hr
Technical Review	\$160/hr
Lead Actuary	\$160/hr
Support/Clerical Support	\$100/hr.

2.04 **Inspection of VENDOR 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 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 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 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 Records Defined. For the purposes of this Agreement, the term "VENDOR 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 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 the 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 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 the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the 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 the 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.

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

VENDOR: AMI Risk Consultants, Inc.
1336 SW 146th Court
Miami, Florida 33184

With a Copy to: Aguedo M. Ingo, President
AMI Risk Consultants, Inc.
1336 SW 146th Court
Miami, Florida 33184

2.07 **Insurance Requirements.**

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Worker's Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than \$1,000,000 per occurrence covering services provided under this contract

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, hired and non-owned automobile liability coverage in the

amount of \$1,000,000 will be accepted. In addition, an affidavit signed by VENDOR must be furnished to SBBC indicating the following: VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance: The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School board of Broward County, Florida, 600 Southeast Third avenue, Fort Lauderdale, Florida 33301)

(h) Cancellation Of Insurance. VENDORS are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

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 **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.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

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

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.

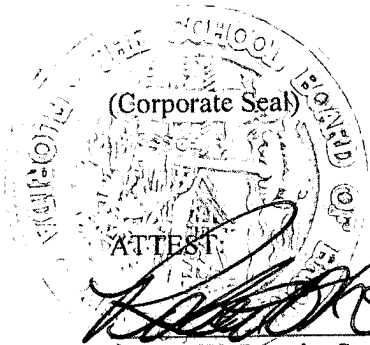
3.26 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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.



Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M. Smith,
Esq.

Office of the General Counsel

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.03.07 10:33:36 -0500

ATTACHMENT A
STATEMENT OF WORK/SCOPE OF SERVICES

1. VENDOR shall prepare the Actuarial Review, Analysis and Report, which shall address separately the coverage programs in SBBC's Self-Insured Program for Worker's Compensation/Employer's Liability, General Liability, Auto Liability and Professional Liability.
2. VENDOR shall address on an individual occurrence each listed coverage separately:
 - Each fiscal year since inception of the Self-Insured Programs
 - Aggregate, all years combined from the inception of the Self-Insured Programs to current fiscal year
 - The fiscal year commencing July 1, 2016
 - The fiscal year commencing July 1, 2017
 - The fiscal year commencing July 1, 2018
3. If VENDOR is unable to perform the services stated within the RFP within the timeframe specified in Section 2, Introduction of the RFP, VENDOR shall provide a detailed alternative schedule for the delivery of the services stated within the RFP.
4. For each of the fiscal years since inception of the Self-Insured Programs ending as of June 30, 2016, VENDOR shall provide its best estimate of the total ultimate incurred losses (including allocated loss adjustment expense, incurred but not reported claims and adverse development).
5. VENDOR shall estimate for each future policy year listed below the ultimate incurred loss (including allocated loss adjustment expense, incurred but not reported claims and adverse development) resulting from future anticipated occurrences from:
 - a) July 1, 2016 to June 30, 2017.
 - b) July 1, 2017 to June 30, 2018.
 - c) July 1, 2018 to June 30, 2019.
6. For the aggregate of all fiscal years starting at the inception of the self-insured programs and ending June 30, 2016, VENDOR shall provide an estimate and the rationale for the estimate, of the actual cash requirements which will be required for payment of losses (including allocated loss adjustment expense) during the July 1, 2016 to June 30, 2017 year. In addition, VENDOR shall provide similar data on the cash requirements for losses, which both occur and will be paid during the July 1, 2016 to June 30, 2017.
7. VENDOR shall provide estimates and the rationale for funding to meet Governmental Accounting Standards Board Statement No. 10 (GASB 10) requirements.
8. VENDOR shall provide estimates for reserves on a discounted and an undiscounted basis.

ATTACHMENT A
STATEMENT OF WORK/SCOPE OF SERVICES

9. VENDOR shall provide estimates for funding levels on future loss payments with respect to two different confidence intervals with SBBC determining the confidence levels prior to commencement of the Actuarial Services.
10. SBBC maintains excess coverage for Workers' Compensation/Employers' Liability as described in the introduction Section of this RFP. In order to offer a basis on limits on worker's compensation for comparison of future funding, VENDOR shall provide separate estimates, for July 1, 2016 to June 30, 2017 and July 1, 2017 to June 30, 2018, July 1, 2018 to June 30, 2019 based on alternate self-insured retention's of \$1,000,000, \$1,250,000 and \$1,500,000.
11. In order to offer a basis for comparison of future funding, VENDOR shall provide separate estimates based on alternatives of no excess Insurance (or statutory cap) and excess Insurance. These estimates are based on Florida Statute 768.28 and similar to the Insurance maintained by SBBC, and based on the premise that SBBC's Property and Casualty Insurance Consultant is not aware of any credible data based on the impact of Florida Statute 768.28.

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

ITB / RFP No.: 18-004V Tentative Board Meeting Date*: April 18, 2017
Description: CASUALTY ACTUARIAL SERVICES Notified: 328 Downloaded: 14
ITB / RFP Rec'd: 2 No. Bids: 0
For: RISK MANAGEMENT DEPARTMENT ITB / RFP Opening: JANUARY 10, 2017
Fund: DEPARTMENT'S OPERATING BUDGET Advertised Date: NOVEMBER 16, 2016

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **JANUARY 30, 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

TWO PROPOSALS WERE RECEIVED IN RESPONSE OF RFP 18-004V. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE EXISTING OF:

ASTON A. HENRY, JR. – DIRECTOR, RISK MANAGEMENT DEPARTMENT
ALFONSO PARRA – ACCOUNTANT III, ACCOUNTING AND FINANCIAL REPORTING DEPARTMENT
JERMOTH ROSE – ACCOUNTANT V - ACCOUNTING AND FINANCIAL REPORTING DEPARTMENT
SUSAN BROWN – ACCOUNTING SPECIALIST II – RISK MANAGEMENT DEPARTMENT


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

BASED UPON SECTION 5.4 OF THE RFP, IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE PROPOSER LISTED BELOW WHO HAS COMPLIED WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE RFP.

AMI RISK CONSULTANTS, INC.

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT WITH THE ABOVE RECOMMENDED PROPOSER.

CONTRACT PERIOD: MAY 17, 2017, THROUGH MAY 31, 2020

By:  Date: 1/30/17
(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.



The purpose of this evaluation form is to rate a supplier's performance. 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 forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at

(754) 321-0505 or [CLICK HERE](#) to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: 53-078V **Bid Title:** Casualty Actuarial Services
Purchase Order #: **Product/Service Provided:** Casualty Actuarial Services
Supplier (Company) Name: AMI Risk Consultants, Inc.
Contact Name: Aguedo M. Ingco, President **Contact Phone #:** () -

SECTION 1: SUPPLIER EVALUATION

1.) How would 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"/>

	1	2	3	4
	Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
2.) How satisfied are you with the supplier?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.) Will you use this supplier again? Yes No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	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"/>
Prices as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	1	2	3	4
	Very Unlikely	Unlikely	Probably	Definitely
5.) Would you purchase this product/service again?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION 3: END USER COMMENTS

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

EVALUATION FORM COMPLETED BY:

Name: Aston Henry **Title:** Director **Contact Phone #:** (754) 321-1900
School/Department: Risk Management
Participant's Signature: *Aston A. Henry, Jr.* **Date:** 3/29/2017