



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Jun 13 2017 10:05AM - School Board Operational 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-29.

TITLE:
Recommendation of \$500,000 or Greater - 18-005V - Third Party Administrative Services for Casualty Lines Claims

REQUESTED ACTION:
Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: July 1, 2017, through June 30, 2020, 3 Years; User Department: Risk Management; Award Amount: \$2,865,000; Awarded Vendor: John Eastern Company, 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 18-005V - Third Party Administrative Services for Casualty Lines Claims. This RFP provides a third-party administrator for handling Casualty Lines Claims for the District that handle self-insured groups.

A copy of the bid documents are available online at:
http://www.broward.k12.fl.us/supply/agenda/18-005V_3rdPartyAdminSvc_CasualtyClaims_Addendum2.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 \$2,865,000. The funding source will come from the District's self-insured fund. 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: 754-321-0505

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

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: JUN 13 2017

Signature
Maurice Woods
6/2/2017, 11:00:19 AM

By: *Abby M. Freedman*
School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Greater 18-005V – Third Party Administrative Services for Casualty Lines Claims

The School Board of Broward County, Florida (SBBC), received proposals for Third Party Administrative (TPA) Services for Casualty Line Claims under Request for Proposal (RFP) 18-005V. SBBC is searching for a firm with several years of experience handling liability claims management for governmental organizations, preferably schools districts similar in size and scope. This RFP delineates skills, capabilities and services required from the selected vendor.

RFP Distribution & Response:

The District received two (2) proposals for TPA services. Although eighteen (18) companies downloaded the RFP, only two (2) firms submitted proposals. Johns Eastern Company, Inc. (JECO), our current incumbent, put forth a proposal along with Tristar Insurance Group. Tristar Insurance Group is based out of Lakewood, Colorado and currently has no offices in the state of Florida. JECO is located in Lakewood Ranch, Florida.

Evaluation Committee:

Risk Management formed an evaluation/review committee comprised of four (4) evaluators. Committee members included Ben Few of Ben Few & Associates, Independent Insurance Consultant for SBBC, Aston A. Henry, Jr., Director, Risk Management, Theresa Coleman, Department Secretary, Risk Management and Scott Jarvis, Assistant Director, Office of Service Quality. Each proposer was evaluated on TPA experience, qualifications, services offered and compensation/negotiated flat annual fee.

Qualification & Experience:

JECO was chosen as our successful proposer. This organization has over thirty-two (32) years of experience administering liability (general liability, auto liability, errors & omissions, and property damage) claims management services for public entities. A large portion of their book of business are Florida-based school districts. More than half the school districts in Florida utilize JECO for liability as well as workers' compensation claims management. Average longevity of middle and senior management staff for JECO exceeds twenty (20) years. This firm has demonstrated expertise with identifying risk management strategies based on their extensive experience in handling school districts. JECO has worked with the District over these past years to control allocated expenses by closely monitoring defense counsel and outside vendors. JECO has demonstrated sound business practices on reserving claims, conducting field investigations, subrogation recovery as well as litigation management. Due to the firm's extensive experience in handling claims management for Florida school districts, the evaluation committee felt the organization would continue to serve as a valuable strategic partner.

Three-Year Cost Proposal:

Year 2017/18

Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Automobile Bodily Injury	\$985	125	\$123,125
Automobile Property Damage	\$625	280	\$175,000

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Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Automobile Physical Damage	\$425	135	\$57,375
General Liability/Public Official/E&O/EPLI Bodily Injury	\$985	315	\$310,275
General Liability/Public Official/E&O/EPLI Property Damage	\$725	115	\$83,375
Report Only	\$75	550	\$41,250
Cost for taking over existing claims	0	545	0
One time fees, set up costs, etc.	0		0
Other service fees (please describe)			\$200,000
Total Annual Cost			\$990,400
Optional Flat Annual Fee			\$975,000 \$955,000 *

*negotiated reduction

Year 2018/19

Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Automobile Bodily Injury	\$985	125	\$123,125
Automobile Property Damage	\$625	280	\$175,000
Automobile Physical Damage	\$425	135	\$57,375
General Liability/Public Official/E&O/EPLI Bodily Injury	\$985	315	\$310,275
General Liability/Public Official/E&O/EPLI Property Damage	\$725	115	\$83,375
Report Only	\$75	550	\$41,250
One time fees, set up costs, etc.	0		0
Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Other service fees (please describe)			\$200,000
Total Annual Cost			\$990,400
Optional Flat Annual Fee			\$975,000 \$955,000 *

*negotiated reduction

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Year 2019/20

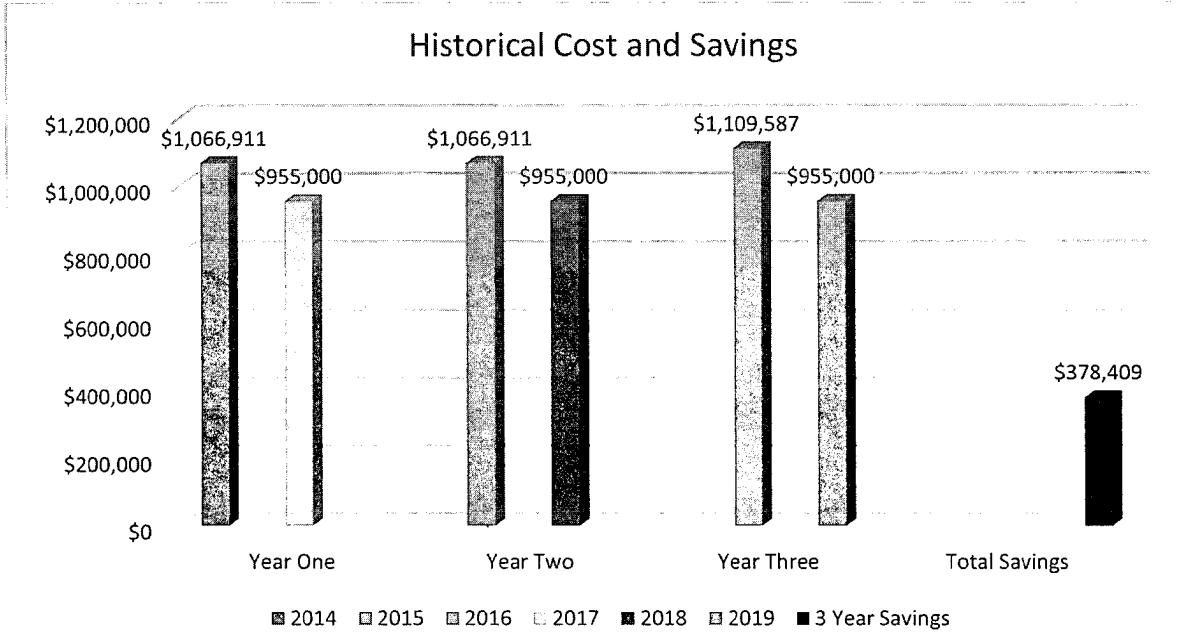
Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Automobile Bodily Injury	\$985	125	\$123,125
Automobile Property Damage	\$625	280	\$175,000
Automobile Physical Damage	\$425	135	\$57,375
General Liability/Public Official/E&O/EPLI Bodily Injury	\$985	315	\$310,275
General Liability/Public Official/E&O/EPLI Property Damage	\$725	115	\$83,375
Report Only	\$75	550	\$41,250
One time fees, set up costs, etc.	0		0
Other service fees (please describe)			\$200,000
Total Annual Cost			\$990,400
Optional Flat Annual Fee			\$975,000 \$955,000 *

*negotiated reduction

Negotiated Savings:

JECO's initial submittal for annual cost amount to \$975,000 each year. This pricing reflects a reduction of \$91,911 from our previous RFP. Risk Management negotiated an additional \$20,000 reduction each year over the next three (3) years. The District will realize a savings of \$378,409.00 over a period of three (3) years. The annual average cost for year one (1) was reduced from \$1,066,911 to \$955,000. A reduction from \$1,066,911 to \$955,000 will also be realized in year two (2). Year three (3) will also see a reduction in cost from \$1,109,587 to \$955,000.

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Performance Review:

Performance reviews will be conducted annually. Fifty (50) random open and closed files will be audited by Risk Management staff to ascertain file handling meets or exceeds requirements outlined in the RFP. After each claim review is completed, JECO will meet with the Director of Risk Management to discuss initial evaluation results. A minimum of eighty-five percent average compliance with claims administration is expected in the first annual period of this contract. Compliance is raised to ninety percent in the second year and ninety-five percent in year three. Failure to meet average compliance expectations will result in a penalty of five percent of the amount charged by JECO for newly incurred claims reported during the performance period.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of June, 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

JOHNS EASTERN COMPANY, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
6015 Resource Lane
Lakewood Ranch, Florida 34202

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-005V – Third Party Administrative Services for Casualty Lines Claims (hereinafter referred to as "RFP"), dated March 2, 2017 and amended by Addendum No. 2, dated March 21, 2017, and Addendum No. 1, dated March 17, 2017, all of which are incorporated by reference herein, for the purpose of receiving proposals for third party administrative services for casualty lines claims; and

WHEREAS, VENDOR offered a proposal dated March 24, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

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

ARTICLE 1 – RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence on **July 1, 2017** and conclude on **June 30, 2020**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A – Scope of Services.**

2.03 **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 18-005V – Third Party Administrative Services for Casualty Lines Claims, then;
- Fifth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost of Services.** SBBC shall pay VENDOR for cost of services satisfactorily rendered for third party administrative services for casualty lines claims based on the fee structure below:

- Year 2017-2018 – Flat Fee of \$955,000
- Year 2018-2019 – Flat Fee of \$955,000
- Year 2019-2020 – Flat Fee of \$955,000

Services include for each year: Automobile Bodily Injury, Automobile Property Damage, Automobile Physical Damage, General Liability/Public Official Damage/E&O/EPLI Bodily Injury, General Liability/Public Official Damage/E&O/EPLI Property Damage and Report Only. Also included in the fees are RMIS, special reports, statistical projects, quarterly meetings, stewardships, on-site training, dedicated staffing unit (four adjusters, supervisor and admin.)

Costs shall not exceed the amount as stated on the Purchase Order. VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the Agreement. VENDOR may invoice SBBC at an hourly rate less than their original proposal price.

2.05 **M/WBE Participation.** VENDOR agrees to provide \$2,500 per year to the Broward Education Foundation to be allocated to Minority Student Scholarships.

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

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

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR 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's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by 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 S.E. 3rd Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Director, Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 10th Floor
Fort Lauderdale, Florida 33301

To VENDOR: Beverly Adkins, Executive Vice President
Johns Eastern Company, LLC
P.O. Box 110259
Lakewood Ranch , Florida 3211-0004

With a Copy to: Don Lederer, President
P.O. Box 110259
Lakewood Ranch , Florida 3211-0004

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

2.08 **Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

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.

Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

Workers' 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).

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.

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.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

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

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

3.12 **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.

3.13 **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. VENDOR agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over VENDOR.

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

3.15 **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.

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

3.17 **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.

3.18 **Incorporation by Reference.** **Attachments A and B** are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

3.26 **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.

3.27 **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.

3.28 **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.

THIS SPACE IS LEFT INTENTIONALY BLANK

FOR 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:

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: 2017.05.23 16:08:05 -04'00'



FOR VENDOR

JOHNS EASTERN COMPANY, INC.

ATTEST:

By Beverly Adkins

_____, Secretary

-or-

Meagan Pfaller
Witness

Kristi Brown
Witness

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

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 30th day of May, 2017 by Beverly Adkins of

Johns Eastern Company, Inc, on behalf of the corporation/agency.

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

My Commission Expires: 01-06-19

Mary L. Shue
Signature - Notary Public

Mary L. Shue
Printed Name of Notary



FF157813
Notary's Commission No.

SCOPE OF SERVICES

1. VENDOR is required to handle claims up to six months beyond the date of termination of the contract.
2. VENDOR shall open, all newly filed, and all reopened third party liability claims (including Insured versus Insured claims) on behalf of SBBC utilizing reporting procedures and guidelines necessary to meet the needs of SBBC. Service personnel must be available on a 24-hour, on-call basis.
3. VENDOR shall utilize effective claims management techniques designed to contain costs and resolve claims as quickly as possible.
4. VENDOR shall conduct field investigations and all customary investigative work as necessary. VENDOR may be asked to be available at specified SBBC locations to conduct interviews. VENDOR is to either maintain a servicing branch in the Tri-County Area or house service personnel in the SBBC Risk Management Department.
5. VENDOR shall administer claims in a timely, courteous and equitable manner.
6. VENDOR shall maintain open communication, respond to questions and requests, and provide excellent customer service to claimants, employees, providers, and any regulatory bodies.
7. VENDOR shall attend meetings, depositions, mediations, and other proceedings as necessary and provide SBBC with written updates on those proceedings.
8. VENDOR shall make contact with claimants within 24 hours of notification of a claim.
9. VENDOR shall be capable of providing services to individuals that speak Spanish and Haitian-Creole, in addition to English.
10. VENDOR shall compile data for and file all notices, reports, and other documentation required by the State of Florida, other pertinent regulators, the State Auditor, and SBBC's excess insurance carrier(s), in accordance with established rules and regulations set by those entities. VENDOR shall be responsible for providing all necessary reporting forms.
11. VENDOR shall report claims to excess carriers in accordance with their respective written procedures.
12. VENDOR shall evaluate and recommend experts and specialized investigative or other related services, as may be necessary or appropriate for the defense or other resolution of claims within the scope of services. Obtain approval from SBBC Risk Management prior to selection and/or use of outside service providers.
13. VENDOR shall notify SBBC of proposed or enacted changes in claims administration regulatory requirements that may affect SBBC.

SCOPE OF SERVICES

14. VENDOR shall assist with training appropriate staff on proper claims handling procedures, as agreed upon between SBBC and VENDOR.
15. VENDOR shall make recommendations to improve claims handling and service.
16. VENDOR shall aggressively pursue all available avenues of subrogation and/or contribution on behalf of SBBC.
17. VENDOR shall participate in an annual performance audit, as further detailed in the **Attachment B** entitled "Performance Standards." The audit will cover compliance with established procedures and controls; prompt, thorough, well-documented claims investigations; adjusting expertise consistent with industry standards; settlement; file documentation; and reserves management.
18. VENDOR shall provide review of all accounting and billing data received on SBBC's behalf to ensure accuracy.
19. VENDOR shall participate in claims review meetings to ensure accuracy of reserves and effective claims management.
20. VENDOR shall assist SBBC in establishing a banking arrangement for claim expense payments.
21. VENDOR shall provide monthly claim status reports, with loss runs, to SBBC Risk Management to include:
 - (a) Chart of open claims by location (school or administrative site), listing type of claim (i.e., slip and fall, automobile accident, assault, etc.), total reserves and total paid amounts. The monthly report should also include charts/graphs depicting the following:
 - (1) Top 10 highest paid open claims, including date of claim, total reserves and total paid amounts.
 - (2) Top 10 oldest open claims, including date of claim, total reserves and total paid amounts.
 - (3) Total claims opened by month for the current fiscal year.
 - (4) Total claims closed by month for the current fiscal year.
 - (5) Total number of claims assigned to each active adjuster on the account, by line of coverage.
22. At least every six months, VENDOR shall review all open cases, including reserve amounts, in order to expedite settlement, and update SBBC Risk Management on claims status.

SCOPE OF SERVICES

23. **VENDOR shall provide SBBC with an annual stewardship report detailing claim counts, services rendered, and measurement of performance goals.**
24. **In the event that this Agreement, with the VENDOR, is terminated or canceled, VENDOR shall continue handling all claims that have been made and reported to VENDOR prior to such date of termination or cancellation for at least one hundred eighty (180) days unless SBBC and the VENDOR has agreed otherwise in writing.**
25. **VENDOR shall notify and consult with SBBC, Risk Management, in the event that a claim will exceed \$5,000. Obtain written approval from the Director of the Risk Management Department for claims in excess of \$10,000 up to and including \$50,000. For all claim settlements exceeding \$50,000, VENDOR shall obtain written approval from the Director of the Risk Management Department and obtain additional approval from SBBC's Office of the General Counsel.**
26. **SBBC retains all ownership rights to loss data and claim files that are generated as a result of services provided by the VENDOR, and as such, VENDOR is to provide all claim data, files, documents, etc. in an electronic format to SBBC upon request, or within 10 days in the event that services are terminated or canceled.**
27. **VENDOR shall, at no additional cost to SBBC, include full claims management services for ten (10) property claims per year. These claims will be non-catastrophic in nature.**
28. **As mentioned in Scope of Services, Number 4, VENDOR shall either maintain a service branch in Palm Beach, Broward, or Miami-Dade County, or house service personnel in the SBBC Risk Management Department.**
29. **At no additional cost, VENDOR shall maintain a computerized claims information database system that provides detailed claim information and Standard, Custom and Ad hoc reports within 24 hours of request. The ability to provide a monthly download of all claim data including payments in a predetermined format to update the SBBC's Risk Management Information System is desirable. The system must have capability to allow SBBC on-line use.**
30. **All claims files and notes of any type, whether involving litigation or not, shall be made accessible to SBBC, whether online or otherwise.**

PERFORMANCE STANDARDS

VENDOR and SBBC shall agree to two distinct sets of performance standards: Claim File Performance Standards and Overall Program Success Standards.

Claim File Performance Standards

VENDOR and SBBC agree that Claim File Performance Reviews shall be conducted after the first twelve months of operations. Each Claim File Performance Review will involve 50 randomly selected files. The make-up of the files selected for each review will be at least 50% open files.

SBBC will perform one Claim File Performance Reviews for each annual period of the contract. The initial review will be after VENDOR has been providing claims administration services for at least twelve (12) months. Each review will occur approximately 1-2 months after the conclusion of the performance period. The following chart below outlines this schedule.

Failure to perform at or above expected levels for the claim file standards will result in a financial penalty of 5% of the amount that was charged by VENDOR for the newly incurred claims reported during the performance period. Any financial penalties will be credited to future amounts invoiced by VENDOR to SBBC.

The review will measure objective performance standards which are easily identified and measured. Each claim will generate a maximum of 10 points. All timeliness standards of performance are stated in business, not calendar, days. In any instances where a standard is not applicable to a particular claim file, the file will be awarded the appropriate point(s) for that standard.

After each claim file review is performed, VENDOR will meet with SBBC’s Director, Risk Management and/or designee to discuss initial evaluation results. Thereafter, a final tally of the review results will be prepared. The outcome of all reviews will be presented to SBBC’s Director, Risk Management for approval. The first review will be for information purposes only and no penalties will be imposed.

A minimum of 85% average compliance (i.e. average of 8.5 of the possible 10 points for each claim reviewed) with claims administration expectations is expected in the first annual period of the contract. The minimum average compliance expectation is raised to 90% on the second annual period, and 95% for annual periods thereafter. Failure to meet these average compliance expectations will result in the penalty noted.

Performance Review	Performance Period (Claims incurred during Performance Period are subject	Expected Time of Review (months after initiation of contract)	% Average Compliance for No Penalty to Apply	Penalty
1	Months 1 – 12 of	13 – 14 months	85%	5%
2	Months 13 – 24 of	25 – 26 months	90%	5%
3	Months 25 – 36 of	37 – 38 months	95%	5%
4	Months 37 – 48 of	49 – 50 months	95%	5%
5	Months 49 – 60 of	61 – 62 months	95%	5%

ATTACHMENT B

CLAIM FILE PERFORMANCE STANDARDS WITH SCORING

1. **Claim Receipt, Recording & Adjuster Assigned** *(1 point per claim for compliance)*
VENDOR shall document claims intake information on all liability claims, enter the claim into the system, assign claim number and assign adjuster. This information must be available electronically within one business day of receipt of claim intake information.
2. **Two/Three Point Contact by Claims Adjuster within 24 Hours of Claim Receipt**
(2 points per claim for compliance – 1 point for claimant contact attempt, 1 point for supervisor contact attempt if applicable. Otherwise, 2 points assigned.)
A minimum of “three attempts” by the claims adjuster to contact the appropriate claimant(s) and/or supervisor will be considered a “contact,” if followed up with appropriate correspondence within the measurement period.
3. **Document Subrogation Recovery Potential** *(1 point per claim for compliance)*
Adjusters will document subrogation, contribution, and/or coordination of benefits recovery potential in the claim file within fourteen (14) days of claim receipt.
4. **Direction within Fourteen (14) Days of Claim Receipt** *(1 point per claim for compliance)*
For liability claims, within two (2) days of receipt of the claim, the claims adjuster shall document appropriate specific direction for the investigation and handling of the case.
5. **Establishment of Reserves** *(2 points per claim for compliance – 1 point for appropriate reserve reviews and 1 point for appropriate SBBC approval of reserve changes.)*
Within 72 hours of receipt of the claim, initial reserves for the file set; thereafter, reserves will be reviewed on an on-going basis, as follows:
 - 30 days from 72 hour review
 - 30 days from 30 day review
 - 60 days from last 60 day review Every 6 months thereafterIncrease or decrease of reserves by \$10,000 or more requires notice to SBBC’s Director, Risk Management. File must document such notice when appropriate.
6. **Rapid Response to Litigation Complaints** *(1 point for compliance – if “not applicable,” 1 point assigned.)*
Claims adjusters will “address” litigation within two (2) days of litigation receipt. This shall mean referral to the appropriate legal counsel for assignment within two (2) days.
7. **Timely Preparation of Status Reports**
(2 points total for compliance, 1 point for each required status report. If only one report required at time of review, 2 points assigned.)
Timely preparation of status reports to SBBC’s, Director, Risk Management or Designee.

OVERALL PROGRAM SUCCESS STANDARDS

On an annual basis, SBBC’s, Director, Risk Management and VENDOR will develop Overall Program Success Standards.

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

ITB / RFP No.: 18-005V Tentative Board Meeting Date*: JUNE 13, 2017
Description: THIRD PARTY ADMINISTRATIVE SERVICES Notified: 547 Downloaded: 18
FOR CASUALTY LINES CLAIMS ITB / RFP Rec'd: 2 No. Bids: 0
For: RISK MANAGEMENT DEPARTMENT ITB / RFP Opening: MARCH 28, 2017
Fund: AUTO AND GENERAL LIABILITY FUND Advertised Date: MARCH 2, 2017

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on APRIL 13, 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 18-005V. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE EXISTING OF:

ASTON A. HENRY, JR. – DIRECTOR, RISK MANAGEMENT DEPARTMENT
BEN FEW, SR. – CONSULTANT, BEN FEW & COMPANY, INC.
SCOTT JARVIS – ASSISTANT DIRECTOR, OFFICE OF SERVICE QUALITY/OSPA
THERESA COLEMAN – CONFIDENTIAL SECRETARY, RISK MANAGEMENT DEPARTMENT

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

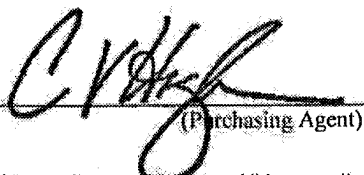
BASED UPON SECTION 5.4 OF THE RFP, IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE PROPOSER LISTED BELOW WHO HAS COMPLIED WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE RFP.

JOHNS EASTERN COMPANY, INC.

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

CONTRACT PERIOD: JULY 1, 2017, THROUGH JUNE 30, 2020

By:


(Purchasing Agent)

Date:

4/13/17

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

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

RFP 18-005V
THIRD PARTY ADMINISTRATIVE SERVICES FOR CASUALTY LINES CLAIMS
SCORE SHEET

18-005V Third Party Administrative Services for Casualty Lines Claims	Maximum Points	Aston Henry	Ben Few	Scott Jarvis	Theresa Coleman	Average Points
Experience and Qualifications	35					
Johns Eastern Company, Inc.		33	35	30	34	33
TriStar Risk Enterprise Management, Inc.		30	30	30	29	30
Scope of Services	35					
Johns Eastern Company, Inc.		33	35	30	34	33
TriStar Risk Enterprise Management, Inc.		30	30	30	28	30
Cost of Services	20					
Johns Eastern Company		17	20	15	19	18
TriStar Risk Enterprise Management, Inc.		17	17	15	16	16
M/WBE	10					
Johns Eastern Company, Inc.		0	0	0	0	0
TriStar Risk Enterprise Management, Inc.		0	0	0	0	0
Total Score	100					
Johns Eastern Company, Inc.						84
TriStar Risk Enterprise Management, Inc.						76



PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

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 #: 15-019P **Bid Title:** Third Party Administrative Services for Casualty Lines Claims

Purchase Order #: _____ **Product/Service Provided:** Services

Supplier (Company) Name: Johns Eastern Company, Inc.

Contact Name: Beverly Adkins **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 checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as scheduled or promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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 checked="" type="checkbox"/>	<input 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 Department

Participant's Signature: *Aston A. Henry Jr.* **Date:** 5/10/2017