

The School Board of Broward County, Florida
Purchasing Department

RFP No.: <u>27-030V</u>	Board Meeting: <u>JUNE 6, 2006</u>
Description: <u>THIRD PARTY LIABILITY CLAIM MANAGEMENT SERVICES TERM CONTRACT</u>	Notified: <u>401</u> Downloaded: <u>34</u>
For: <u>RISK MANAGEMENT DEPARTMENT</u> (School/Department)	RFP Rec'd: <u>6</u> No Bids: <u>0</u>
Fund: <u>AUTO AND GENERAL LIABILITY FUND</u>	RFP Opening: <u>APRIL 12, 2006</u>
	Advertised Date: <u>MARCH 8, 2006</u>
	Award Amount: <u>\$5,000,000 (PER CONTRACT PERIOD)</u>

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Purchasing Department on APRIL 25, 2006 @ 3:00 P.M., and will remain posted for 72 hours. Any person desiring to protest the RFP Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. 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." Any person who files an action protesting and 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, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

SIX PROPOSALS WERE RECEIVED IN RESPONSE TO RFP 27-030V. PROPOSALS WERE EVALUATED BY THE EVALUATION COMMITTEE CONSISTING OF:

JEFF MOQUIN, DIRECTOR, RISK MANAGEMENT
NELL JOHNSON, DIRECTOR, INTERNAL FUNDS
JANE TURNER, DIRECTOR, BUDGET
RONALD WEINTRAUB, DIRECTOR, BENEFITS
ERIC CHISEM, PRIVACY OFFICER, RISK MANAGEMENT


IT IS RECOMMENDED THAT THIS AWARD BE MADE TO THE FOLLOWING PROPOSER:

JOHNS EASTERNS CO., INC.

CONTRACT PERIOD: JULY 1, 2006 THROUGH JUNE 30, 2011.

ADDITIONALLY, IT IS RECOMMENDED THAT THE PROPOSALS RECEIVED FROM THE PROPOSERS LISTED ON THE ATTACHED PROPOSAL REJECTION SHEET NOT BE CONSIDERED FOR THE REASONS STATED.

By: _____


(Buyer/Purchasing Agent)

Date: _____

4/25/06

RFP TABULATION SHEET

RFP NUMBER	27-030V	OPEN DATE	4/12/2006	BUYER	CAROL E. BARKER
RFP TITLE	Third Party Liability Claim Management Services				

[illegible]

EXECUTIVE SUMMARY

RFP 27-030V

THIRD PARTY LIABILITY CLAIM MANAGEMENT SERVICES

The contract for the District's third-party liability claims management services with Gallagher Bassett Services, Inc. expires on June 30, 2006. On March 8, 2006, the Supply Management & Logistics Department released the above-mentioned RFP. Proposals were received from the following companies:

1. Brown and Brown Ins. /Preferred Governmental Claims Solutions, Inc.
2. Crawford & Company
3. F.A. Richards & Associates, Inc.
4. Gallagher Bassett Services Inc.
5. Johns Eastern Co., Inc.
6. Sedgwick Claims Management Services, Inc.

The Evaluation Committee evaluated the proposals on April 24, 2006 based on experience and qualifications, scope of services, Minority Women Business participation (M/WBE), and cost of services. Crawford & Company and F.A. Richards & Associates, Inc. (FARA) were rejected as being non-responsive due to their failure to meet Special Condition 2.7.2, under Minimum Qualifications, Demonstrated Competence (failure to include three Florida governmental entities for which they have provided similar services within the past five years). Sedgwick Claims Management Services, Inc. was rejected as being non-responsive due to their failure to meet Special Condition 2.7.2, under Minimum Qualifications, Demonstrated Competence (failure to include three Florida governmental entities for which they have provided similar services within the past five years), and due to their failure to meet Special Condition 2.7.3, under Minimum Qualifications, audited financials.

The remaining companies were then evaluated by the Evaluation Committee. Ultimately, the Evaluation Committee recommended awarding RFP 27-030V to Johns Eastern Co., Inc. based on receiving the highest score.

RFP 27-030V
Third Party Liability Claim Management Services
Proposal Rejection Sheet

The Evaluation Committee made a motion, seconded and passed that the following proposals are non-responsive and, therefore, will not be considered:

Reject proposal from Crawford & Company as being non-responsive. Proposer failed to meet Special Condition 2.7.2, under Minimum Qualifications, Demonstrated Competence. Proposer did not include three Florida governmental entities for which they have provided similar services within the past five years.

Reject proposal from F. A. Richard & Associates, Inc. (FARA) as being non-responsive. Proposer failed to meet Special Condition 2.7.2, under Minimum Qualifications, Demonstrated Competence. Proposer did not include three Florida governmental entities for which they have provided similar services within the past five years.

Reject proposal from Sedgwick Claims Management Services, Inc. as being non-responsive. Proposer failed to meet Special Condition 2.7.2, under Minimum Qualifications, Demonstrated Competence. Proposer did not include three Florida governmental entities for which they have provided similar services within the past five years. Proposer also failed to meet Special Condition 2.7.3, under Minimum Qualifications, audited financials.

SCORING SHEET - RFP 27-030V

Third Party Liability Claim Management Services RFP 27-030V		Max Points	Eric Chisem	Neil Johnson	Jeffrey Moquin	Jane Turner	Ronald Weintraub	Average Score
Section A: Experience and Qualifications		30						
Brown and Brown Ins. Preferred Governmental Claim Solutions, Inc. (PGCS)			27	28	25	10	25	23
Crawford & Company								x
F. A. Richard & Associates, Inc. (FARA)								x
Gallagher Bassett Services, Inc.			30	26	30	10	10	21.2
Johns Eastern Co. Inc.			27	26	28	28	30	27.8
Sedgwick Claims Management Services, Inc.								x
Section B: Scope of Services		30						
Brown and Brown Ins. Preferred Governmental Claim Solutions, Inc. (PGCS)			27	26	25	20	23	24.2
Crawford & Company								x
F. A. Richard & Associates, Inc. (FARA)								x
Gallagher Bassett Services, Inc.			30	28	28	25	20	26.2
Johns Eastern Co. Inc.			27	28	25	25	30	27
Sedgwick Claims Management Services, Inc.								x
Section C1: Minority/Women Business Enterprise (Participation)		6						
Brown and Brown Ins. Preferred Governmental Claim Solutions, Inc. (PGCS)			0	0	0	0	0	0
Crawford & Company								x
F. A. Richard & Associates, Inc. (FARA)								x
Gallagher Bassett Services, Inc.			5	4	4	6	3	4.4
Johns Eastern Co. Inc.			0	0	0	0	0	0
Sedgwick Claims Management Services, Inc.								x
Section C2: Minority/Women Business Enterprise (Diversity)		2						
Brown and Brown Ins. Preferred Governmental Claim Solutions, Inc. (PGCS)			2	0.5	2	2	2	1.7
Crawford & Company								x
F. A. Richard & Associates, Inc. (FARA)								x
Gallagher Bassett Services, Inc.			2	2	2	2	2	2
Johns Eastern Co. Inc.			2	1	2	2	2	1.8
Sedgwick Claims Management Services, Inc.								x
Section C3: Minority/Women Business Enterprise (Outreach Programs)		2						
Brown and Brown Ins. Preferred Governmental Claim Solutions, Inc. (PGCS)			0	0	0	0	0	0
Crawford & Company								x
F. A. Richard & Associates, Inc. (FARA)								x
Gallagher Bassett Services, Inc.			2	2	1	2	2	1.8
Johns Eastern Co. Inc.			0	0	0	0	0	0
Sedgwick Claims Management Services, Inc.								x

SCORING SHEET - RFP 27-030V

Third Party Liability Claim Management Services RFP 27-030V		Max Points	Eric Chisem	Nell Johnson	Jeffrey Moquin	Jane Turner	Ronald Weintraub	Average Score
Section D: Cost of Services		30						
Brown and Brown Ins. Preferred Governmental Claim Solutions, Inc. (PGCS)			28	25	25	20	27	25
Crawford & Company								x
F. A. Richard & Associates, Inc. (FARA)								x
Gallagher Bassett Services, Inc.			25	25	10	15	10	17
Johns Eastern Co. Inc.			27	25	25	25	25	25.4
Sedgwick Claims Management Services, Inc.								x
TOTAL SCORE		100						
Brown and Brown Ins. Preferred Governmental Claim Solutions, Inc. (PGCS)			84	79.5	77	52	77	73.9
Crawford & Company			0	0	0	0	0	0
F. A. Richard & Associates, Inc. (FARA)			0	0	0	0	0	0
Gallagher Bassett Services, Inc.			94	87	75	60	47	72.6
Johns Eastern Co. Inc.			83	80	80	80	87	82
Sedgwick Claims Management Services, Inc.			0	0	0	0	0	0

SIGNATURE: _____



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

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DR. FRANK TILL
Superintendent of Schools

March 28, 2006

ADDENDUM NO. 2 **RFP No. 27-030V**

Third Party Liability Claim Management Services

CALLED FOR 2:00 P.M. EASTERN STANDARD TIME, APRIL 12, 2006

TO ALL PROPOSERS:

1. Additional questions and answers.

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of signing the "Requested Response Form", Page 1 of RFP 27-030V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

Attachment

Page 1 of 2 Pages

- **QUESTION #1:**
How many people are currently dedicated to the liability account?
ANSWER TO QUESTION #1:
Per the current administrator, there is currently one supervisor, three and one half full-time adjusters, and one clerical support staff.
- **QUESTION #2:**
What % of the 2.4 million dollar contract is for the liability account?
ANSWER TO QUESTION #2:
It is estimated at 27%.
- **QUESTION #3:**
Will SBBC consider a provider that has an office in the counties identified for field work, but utilizes a centralized location outside of the identified counties for day-to-day claims administration?
ANSWER TO QUESTION #3:
Yes.
- **QUESTION #4:**
Confirm the projected tail identified in the RFP to be accurate.
ANSWER TO QUESTION #4:
See attached All SBBC Open Auto and General Liability Claims chart.
- **QUESTION #5:**
The RFP requires that audits of the program are to be conducted without additional expense to SBBC. Please clarify as to whether it will be expected that the service provider pay the expenses in cases where SBBC decides to use an outside auditor.
ANSWER TO QUESTION #5:
It is anticipated that successful proposers will provide file access to any SBBC Auditors at no additional charge to SBBC. Provision 6.3 of RFP 27-030V, Awardee Accounting Records and Right to Audit Provisions should also be reviewed, in particular Section 6.3.5.
- **QUESTION #6:**
Clarify the handling of SBBC's catastrophe claims. When the RFP mentions the handling of CAT claims, is it referring to 1st party property claims or situations that may involve catastrophic liability events?
ANSWER TO QUESTION #6:
SBBC would like proposers to include in their Cost of Services, at minimum, the handling of five first-party property claims of a non-catastrophic nature each year. SBBC would also like proposers to provide pricing for the handling of any future first-party property catastrophic claims.
- **QUESTION #7:**
The RFP mentions the need to meet with SBBC in order to discuss questionable claims and/or claims with value in excess of \$5,000. How often do these meetings occur? Is it expected that these meetings will be in person?
ANSWER TO QUESTION #7:
It is anticipated that meetings will occur in person and at minimum quarterly.



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DR. FRANK TILL
Superintendent of Schools

March 24, 2006

ADDENDUM NO. 1

RFP No. 27-030V

Third Party Liability Claim Management Services

CALLED FOR 2:00 P.M. EASTERN STANDARD TIME, APRIL 12, 2006

TO ALL PROPOSERS:

1. Answers to the questions received

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of signing the "Requested Response Form", Page 1 of RFP 27-030V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

➤ **QUESTION #1:**

SBBC states that the \$2.3M paid for claims administration services includes WC and third party liability claims fees; are these the same liability claims that are included in SBBC's recent RFP 27-030V? Also, of the \$2.3M paid, how much was for the liability claims administration fees?

ANSWER TO QUESTION #1:

Yes, these are the same claims. Of the \$2.3 million for claims administration charges for the 2005/2006 term, the current administrator estimates that 73% of charges were for workers' compensation claims administration services.

➤ **QUESTION #2:**

What is the intent of the Performance Standards?

ANSWER TO QUESTION #2:

The intent of the Performance Standards is to establish measurable guidelines in the claims administration process to evaluate the administrator's effectiveness and documentation procedures.

➤ **QUESTION #3:**

Are the Performance Standards based on "industry standards" and if so can you please supply the reference?

ANSWER TO QUESTION #3:

The sample performance standards included in the RFP as Attachment C are not based upon industry standards.

➤ **QUESTION #4:**

Can you provide the scoring worksheet for the Performance Standards?

ANSWER TO QUESTION #4:

No scoring worksheet has been developed for the sample performance standards included in the RFP.

➤ **QUESTION #5:**

If a claim is in the electronic system with a loss reference number assigned and can be viewed and worked, i.e. notes entered etc., one day after it is received, will this satisfy requirement #1 even if the claim number has not yet been assigned?

ANSWER TO QUESTION #5:

As written, the sample performance standard item 1 would not assign a point if a claim number was not assigned within one business day of receipt of claim intake information. However, the performance standards included in the RFP as Attachment C are a sample. Proposers are encouraged to provide alternatives.

➤ **QUESTION #6:**

Is the penalty for fees incurred during the evaluation period or for the entire claim year?

ANSWER TO QUESTION #6:

The sample performance standard included in the RFP as Attachment C imposes a financial penalty for non-compliance of 5% of the service fee for the performance period being measured. The performance periods in the sample are each 6 months. Proposers are encouraged to provide alternatives.



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ROBERT D. PARKS, Ed.D.
MARTY RUBINSTEIN

DR. FRANK TILL
Superintendent of Schools

DATE: March 8, 2006
TO: Prospective Proposers
FROM: Carol Barker, Purchasing Agent
754-321-0506

SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 27-030V, Third Party Liability Claim Management Services

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for Third Party Liability Claim Management Services. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above or via facsimile at 754-321-0533. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an addendum issued to the RFP should not be considered and is not binding on SBBC.

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

NON-MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference will be held on March 21, 2006, beginning at 9:00 a.m. Eastern Time (ET), in the Supply Management and Logistics Department. Representatives from all interested companies are encouraged to attend.

REQUIRED RESPONSE FORM

Section 1, Required Response Form must be completed in full and executed by a representative.

PROPOSAL SUBMITTAL FORMAT

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

DUE DATE

Proposals are due in the Supply Management and Logistics Department on April 12, 2006. In order to have your proposal considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any proposal not received on or before the date and time due.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a proposal in response to this RFP, please complete Attachment J, Statement of No Response and return via facsimile to 754-321-0533. Your responses to the Statement of "No Response" are very important to the Supply Management and Logistics Department when creating future RFPs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

REQUEST FOR PROPOSALS (RFP)

RFP 27-030V For Third Party Liability Claim Management Services



RFP Release Date:	March 8, 2006
Non-Mandatory Proposers' Conference *:	March 21, 2006 at 9:00 a.m.
Written Questions Due:	On or Before March 22, 2006 in Supply Management and Logistics Department
Proposals Due:	On or Before 2:00 p.m. ET April 12, 2006 in Supply Management and Logistics Department

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management and Logistics Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704**

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at 754-321-2150 or TDD 754-321-2158.

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REQUEST FOR PROPOSALS (RFP) 27-030V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: March 8, 2006

TITLE: Third Party Liability Claim Management Services

This Proposal must be submitted to the Supply Management and Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET April 12, 2006 and plainly marked RFP 27-030V, Third Party Liability Claim Management Services. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original proposal (clearly marked as such and signed in Blue Ink), one electronic version in Word 6.0 or higher on diskette and 15 copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 27-030V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management and Logistics Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S NAME: _____
STREET ADDRESS: _____
CITY AND STATE: _____
PROPOSER TELEPHONE: _____ PROPOSER FAX: _____
PROPOSER TOLL FREE: _____
CONTACT PERSON: _____
CONTACT PERSON'S ADDRESS: _____
CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____
INTERNET E-MAIL ADDRESS: _____
INTERNET URL: _____
PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 26 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative (blue ink preferred on original)	Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

NOTE: Entries must be completed in Blue Ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for third party liability claim management services as described herein.

SBBC is the nation's sixth largest school district. SBBC currently employs approximately 30,000 fulltime personnel and 9,450 part-time personnel. During the 2004/2005 school year, SBBC had more than 274,000 enrolled K-12 students. In 2005/2006, SBBC has 262 school sites. SBBC currently contracts with Gallagher Bassett Services, Inc. for claims administration services. SBBC currently purchases excess third party liability insurance with a retention of \$300,000.

SBBC desires to contract with a claims administration vendor willing to be a strategic partner with SBBC in the process of developing and administering innovative claims management techniques to meet the following goals:

- Provide quality results for SBBC at the most reasonable costs;
- Provide SBBC with reporting capabilities to provide the tools needed to evaluate the success or the program;
- Be willing to agree to performance measures which will allow SBBC to measure whether the vendor(s) are performing services in an effective or efficient manner; and
- Develop a work plan to effect a smooth transition of existing claims to a new claim management service provider.

Silver Insurance Consultants will be providing consultant services to SBBC in relation to this RFP.

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **March 21, 2006 in the Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:00 a.m.** Representatives from all interested companies are encouraged to attend.

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

In addition, a representative from SBBC Minority Women Business Enterprise (M/WBE) Department may be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

- 2.3 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Carol Barker, Purchasing Agent, Supply Management and Logistics Department, 754 321-0506** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail at **carol.barker@browardschools.com**. Any questions which require a response which amends the RFP document in any manner will be answered via addendum by the Supply Management and Logistics Department to all proposers. No information given in any other matter will be binding on the School Board.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management and Logistics Department, in writing, **on or before March 22, 2006**. Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda shall not be binding on SBBC.

2.0 INTRODUCTION AND GENERAL INFORMATION (CONTINUED)

- 2.4 **Contract Term:** The purpose of this RFP is to establish contract(s) beginning **July 1, 2006 or date of award, whichever is later and continuing through June 30, 2011.** The term of the contract(s) may, by mutual agreement between SBBC and the awardee(s), upon final School Board approval, be extended for three additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Supply Management and Logistics Department, will, if considering to renew, request a letter of intent to renew from each awardee, 180 days prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by SBBC. The proposer agrees to this condition by signing its proposal.
- 2.5 **Submittal Of Proposal:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.6 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 5.0.
- 2.7 **Minimum Qualifications:** In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria:
- 2.7.1 **Properly Licensed**
Each proposer, and any person or organization which would provide services if the proposal is accepted, must be properly licensed under the laws of Florida as of the due date for submittal of proposals and, if the proposal is accepted, throughout the duration of the contract.
 - 2.7.2 **Demonstrated Competence**
Each proposer for third party liability claim management services must, within the past five (5) years have been contracted as a third party liability claim management organization, with, at minimum, three Florida governmental entities.
 - 2.7.3 Each proposer must submit three years of audited financials.

3.0 CALENDAR

March 8, 2006	Release of RFP 27-030V
March 21, 2006	Non-Mandatory Proposers' Conference (See Section 2.2)
March 22, 2006	Written questions due in the Supply Management and Logistics Department
April 12, 2006	Proposals due on or before 2:00 p.m. ET in Supply Management and Logistics Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. *
April 24, 2006	Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at Supply Management and Logistics Department at: 7720 West Oakland Park Boulevard Sunrise, FL 33351 at 9:00 a.m.*
April 25, 2006	Posting of Recommendation

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-2150 or TDD 754-321-2158.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.
- 4.1.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Minimum Qualifications:** Include a clear description of how the proposer meets all minimum qualifications as listed in section 2.7.1, 2.7.2 and 2.7.3 of this RFP.
- 4.1.6 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the paragraph. **This information must be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To School Board:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Director, Risk Management
The School Board of Broward County, Florida
7770 West Oakland Park Blvd., Suite 206
Sunrise FL 33351

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.2 State under what other or former name(s) the proposer is currently operating under or has operated under.

4.3 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation)**: This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 Proposer's Qualifications – (Maximum 30 allowable points)

4.3.1.1 **Executive Summary** – Submit a brief abstract, of approximately three pages, stating the proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.1.2 **References** – Submit references on the form provided as Attachment I. SBBC is looking for, at minimum, three references that fit one or more of the following employer profiles:

Florida governmental entities for whom you have provided third party liability claim management services for at least two of the last five (5) years.

Additional Florida based employers for whom you have provided third party liability claim management services for at least two of the last five (5) years.

For each reference, include the following data: name of entity, address, type of entity, number of active employees and number of full time enrolled students, if applicable, term for which services were/are provided, average claim experience for each category of claims, percentage of litigated versus non-litigated third party liability claims over the past five years, contact information including name, title, phone number and email address. Please be advised that references will be contacted.

4.3.1.3 **Performance Standards** – Submit a brief abstract, of approximately three pages, outlining the proposer's ability and willingness to agree to the performance standards, including penalties for non-compliance, in Attachment C.

4.3.1.4 **Litigation or Regulatory Action** - Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.

4.3.1.5 **Single Firm to Provide Services** - SBBC would prefer to contract with a single firm to provide the services described. If a proposal is offered using more than one firm or organization, a single firm or organization must be responsible for coordinating and verifying full compliance by all such firms or organizations included in the proposal.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.1 Proposer's Qualifications (Continued)

4.3.1.5 Single Firm to Provide Services (Continued)

The firm with whom SBBC contracts must agree to provide full disclosure to SBBC of all payments and fees relating to the services provided for SBBC. This disclosure must include providing SBBC, upon request, copies of all contracts which pertain to any services sub-contracted by the awardee.

The firm with whom SBBC contracts must agree to remit to SBBC any rebates, overrides or similar financial consideration which the awardee receives relating to the services provided for SBBC in dealing with other organizations.

4.3.1.6 Transition Plan - SBBC's currently contracted vendor for third party liability claim administration services is required by contract to provide services on claims incurred during the contract period until six months following termination of the contract. All proposers must detail a work plan for the transition of prior claims throughout the initial six month period of the contract to assure that the transition occurs with no delays in the general handling of all claims. The fees proposed must include the administration of these prior claims and the transition services.

4.3.2 Scope of Services Provided – (Maximum 30 allowable points): Clearly describe how the proposer can accomplish each of the following Scope of Services provided below:

Services Requested	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<u>Obligations Not Terminated by Contract Period</u> Other than the filing of applications for self-insurance, the awardee shall be required to provide service on all claims occurring during the contract period and until six (6) months after the termination of the contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The awardee's proposed fee shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.			
<u>Access to Claim Files</u> The proposer agrees that SBBC shall have reasonable access to all claim files, including adjuster notes and attorney files, created as a result of the claims services to be provided by the awardee. For the purpose of this provision, reasonable access shall include making available, upon receipt of five days' advance written notice, all claim files for review by SBBC or their designee at the claims office providing services on the files.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.2 Scope of Services Provided (Continued):

Services Requested	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<p>Ownership of Claim Files SBBC shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the awardee. Further, at the sole option of SBBC and upon ten (10) days written notice, the awardee shall return such files to SBBC.</p> <p>At the termination of the contract, at the sole expense of the awardee, the awardee shall provide SBBC with computer tapes or other computer media containing all of the claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.</p>			
<p>Audit of Files and Procedures At the sole option of SBBC, the awardee shall agree at no additional cost to SBBC to any audits conducted by or on behalf of SBBC of the awardee's files and procedures as they relate to SBBC. SBBC shall have the right to audit during the contract period and for five years following the termination of the agreement.</p>			
<p>Electronic Claim Files The proposer agrees to maintain, at no additional cost to SBBC, claim file data, including all adjuster notes, supervisory notes, diary items, payment records, medical bills, in an electronic manner with internet based access available to SBBC.</p>			
ADMINISTRATIVE SERVICES - The awardee shall:			
Prepare (with SBBC's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.			
Prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal) including Form 1099.			
Prepare, maintain, and file statistical or other records and reports as required by SBBC's excess insurers.			
Prepare, maintain, and file statistical information required by Rating Bureaus or appropriate state agencies.			
Comply fully with all rules, regulations, guidelines or procedures established by SBBC and the State of Florida.			
CLAIMS SERVICES - The awardee shall:			
Establish reporting procedures which are compatible with the needs and organizational structure of SBBC.			
Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon.			
Be available on a 24 hour basis, and provide immediate response to claims investigation requests through use of email or cellular telephones.			
Have the ability to provide full service to English, Spanish, and Haitian-Creole speaking individuals.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.2 Scope of Services Provided (Continued):

Services Requested	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
CLAIMS SERVICES (Continued)			
Maintain a local service office for SBBC claims administration services located in Palm Beach, Broward or Miami-Dade County with service personnel available from 8:00 a.m. to 5:30 p.m.			
Provide customer service lines with a 754/954 area code for employees, as well as a toll-free line for employees residing outside the 754/954 area code. Within the schools themselves, employees do not have access to dial a 1-800 number, the number must be a 754/954 number.			
Prepare and follow a work plan that has been approved by SBBC in the handling of SBBC's claims.			
Prepare and follow a work plan that has been approved by SBBC in the handling of SBBC's catastrophe claims. The work plan shall clearly identify what would be considered a catastrophe claim.			
Receive and examine on behalf of SBBC all reports of third party claims including claims by an employee of one Insured against another Insured.			
Report claims to SBBC's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the report to SBBC. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.			
Within 24 hours after notification of a serious (one requiring more than first aid) third party bodily injury claim, contact the claimant by telephone or in person. Within two working days after notification of any other third party claim, contact the claimant by telephone or in person.			
Subject to the exercise of professional judgment, accept and settle or deny all third party claims on behalf of SBBC. When it appears that the claim is questionable or contested or the final value of any claim will exceed a discretionary limit of \$10,000, SBBC shall be notified and the final decision for settlement shall rest with SBBC or its designee. Any settlement is to include preparation and actuation of all necessary compromise and release agreements.			
Conduct such investigation as in the exercise of professional judgment would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.			
Select and employ, on behalf of SBBC, outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If, for any reason, SBBC does not accept a professional selected by the proposer, the proposer shall select a different professional acceptable to SBBC. It shall be the responsibility of the proposer to provide all possible discovery. The work assigned to any attorney should be only that for which their professional expertise is required. Review all bills for such services for reasonableness and conformity to any pres-established rates or fees.			
SBBC will be involved in the selection process for such outside professionals and will be involved in establishing effective utilization decision making criteria.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.2 Scope of Services Provided (Continued):

Services Requested	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
CLAIMS SERVICES (Continued)			
Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules and regulations.			
Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.			
Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing SBBC shall provide a written report to SBBC within ten working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide an oral report to SBBC within ten working days after the hearing, deposition, mediation or other proceeding.			
Pay in a timely fashion all claims and expenses pertaining to SBBC claims.			
At the request of SBBC, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to SBBC's Director, Risk Management Department.			
Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of SBBC. Services for Automobile Liability shall include the pursuit of subrogation on behalf of SBBC for Automobile Physical Damage losses.			
Periodically as appropriate, but at least every six months, review all open cases in order to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to SBBC within ten working days after the end of the period for which the report is being made.			
The supervising adjuster shall meet with SBBC's Director, Risk Management, or the designee thereof, to consult with and refer all questionable or contested cases and those with an estimated value in excess of \$5,000.			
In addition to third party liability claim administration services, SBBC desires the awardee to be able to provide assistance with adjustment of property insurance claims. It is anticipated that this service will be used for non-catastrophic type circumstances.			
LOSS STATISTICS SERVICES - The awardee shall provide SBBC with the ability to access comprehensive on-line claim information data, including reporting capabilities, at no additional cost to SBBC. The awardee shall provide SBBC with regular monthly reports, as agreed upon by the parties, in such a format as is acceptable to SBBC. The on-line claim security shall permit on-line input of accident reports by SBBC.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.3 Cost of Services (Maximum 30 Allowable Points):

In order to compare proposals and establish budgets, it is critical that all proposals be based on objective and a comparable basis. SBBC would prefer proposals based on a flat (non-adjustable) basis, however, proposals will be considered on a per claim basis.

SBBC's currently contracted vendor for third party liability claim administration services is required by contract to provide services on claims incurred during the contract period until six months following termination of the contract.

All proposers must include in their fee proposal the transition of prior claims throughout the initial six month period of the contract to assure that the transition occurs with no delays in the general handling of all claims.

Proposals on a Flat (Non-Adjustable) Basis

Requested Cost of Service Terms	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
Unless the proposer offers a separate flat charge for those claims which result from incidents or occurrences prior to the effective date of the contract, the flat charge proposed for each contract term shall include the full consideration to handle until six months after termination of the contract (including renewals, extensions, and replacements thereof) with the proposer: A. All claims which result from incidents or occurrences during the contract term; and B. The handling after the contract effective date of all Prior Claims whether previously handled by prior service company or not.			

Proposals Based on Per Claim

Requested Cost of Service Terms	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
For the initial annual contract term, the proposer should offer separate rates for New Claims, those resulting from incidents or occurrences on or after the contract effective date, and Prior Claims, those resulting from incidents or occurrences prior to the contract effective date, whether previously handled by prior service company or not.			
The per claim rate proposed for the initial annual contract term for New Claims shall be a one time charge for any such claim and shall include the full consideration to handle, until six months after termination of the contract (including renewals, extensions, and replacements thereof) with the proposer, all New Claims reported to the proposer which result from incidents or occurrences during the initial contract term.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.3 Cost of Services (Continued):

Proposals Based on Per Claim

Requested Cost of Service Terms	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
The per claim rate proposed for Prior Claims reported to the proposer during the initial contract term shall be a one time charge for any such claim and shall include the full consideration to handle, until six months after termination of the contract (including renewals, extensions, and replacements thereof), all Prior Claims with the proposer.			
<p>The per claim rate for those contract terms beginning on or after the contract effective date shall be a one time charge and shall be applied only to those claims which:</p> <p>A. Result from incidents or occurrences during the specific contract term; or</p> <p>B. Result from Prior Claims (those resulting from incidents or occurrences prior to the contract effective date, which are first reported to the proposer during the specific contract term).</p> <p>Claims resulting from incidents or occurrences after the contract effective date, which are reported to the proposer after the specific contract term during which the incident or occurrence took place, shall be charged on the basis of the per claim rate in effect on the date of the incident or occurrence.</p>			
All claims, including any derivative claims, resulting from bodily injury, personal injury or other injury to a single person or organization shall be considered a single claim. For the purpose of Third Party Liability Services, all claims, including any derivative claims or claims by secured parties, resulting from damage to property under common ownership, shall be considered a single claim.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.4 M/WBE Information (10 points):

4.3.4.1 Participation

Is your firm a certified Minority/Women Business Enterprise (M/WBE) by SBBC?

If yes, provide certification number: _____

If no, identify the M/WBE firm or firms who will be working with you on this engagement and respond to the items below. At a minimum, include the following for each M/WBE firm submitted for participation on this proposal.

Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which the M/WBE firm in connection with this proposal will receive (see Attachment E3).

The awardee will be required to submit a monthly M/WBE utilization report (see Attachment E1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. State your willingness to comply with this requirement.

Awardee must provide the M/WBE office a 30-day written notice for substitution of an M/WBE vendor. State your willingness to comply with this requirement.

Note: Please provide SBBC certification number for all M/WBE firm(s) identified who will be working with you on this engagement. If the M/WBE firm(s) are not an SBBC certified M/WBE, provide a copy of the M/WBE firm(s) certification for any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified; however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement.

4.3.4.2 Diversity

SBBC recognizes that diversity is important in providing competent services in an inclusive setting (see SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007, Attachment E4). As part of your proposal, describe the following:

The diversity of your personnel in the regional office that will be responsible for servicing this contract. Provide a breakdown of employees by racial/ethnicity, gender and job classification (see Attachment E2). **Note: Personnel should be employees of the proposing company.**

Describe how diversity is incorporated into your company's operations and service providers. Include in your submittal, a description of your service provider's diversity as it relates to ethnicity/race, national origin, gender and language (i.e., Spanish, Creole, Portuguese, etc.).

4.3.4.3 Community Outreach

Proposer shall submit evidence of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority and women owned companies, scholarships funds targeting minority and underprivileged students, financial contributions and/or providing other corporate resources for minority community projects.

5.0 EVALUATION OF PROPOSALS

- 5.1 The Evaluation Committee (hereinafter referred to as "Committee"), SBBC, or both reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee shall evaluate all proposals received, which meet or exceed Section 4.3, Minimum Eligibility Requirements. The Committee reserves the right to ask questions of a clarifying nature and interview any or all proposers that meet or exceed Section 4.3. Proposals that meet or exceed Section 4.3 shall be evaluated by the Committee according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services Provided	30
C. Minority/Women Business Participation	
C.1 Participation	6
C.2 Diversity	2
C.3 Community Outreach	2
D. Cost of Services Provided	30
TOTAL	100

Except for those requirements stated in Section 4.3, the failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process.

- 5.2 Based upon the results of Section 5.1, the Committee, at its sole discretion, may: Interview, recommend award to the top-ranked proposer; may recommend award to more than one top-ranked proposer; may short list the top-ranked proposers (short list number to be determined by the Committee) for further consideration; or, may reject all proposals received.
- 5.3 In the event that the Committee chooses to short list proposers, the list of short listed proposers may be further considered by the Committee, SBBC or both. The Committee, SBBC or both may re-interview the short listed proposers in order to make an award recommendation (by the Committee) or an award (by SBBC). During the interview process, no submissions made, after the proposal due date, amending or supplementing the proposal shall be considered.
- 5.4 In the event that an Agreement between the Committee, SBBC or both and the selected proposer(s) is deemed necessary, at the sole discretion of the Committee, SBBC or both, the Committee will begin negotiations with the selected proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price with the selected proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee, SBBC or both may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee, SBBC or both at any time. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to SBBC for approval.

5.0 EVALUATION OF PROPOSALS (Continued)

- 5.5 **Award:** SBBC intends to make awards only to proposers that have complied with the terms, conditions and requirements of the overall RFP. The award will be based on the scores ascribed to proposals as outlined in Evaluation Process and will be made for the goods and services required by SBBC as stated in the RFP. The award shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service.

SBBC intends to make an award to a primary and up to one alternative responsive proposer who has complied with the terms, conditions and requirements of this RFP. The highest rank awardee will be considered the primary awardee and the next highest ranked awardee will be considered the alternate awardee. SBBC reserves the right to procure goods from the alternate awardee if

- 5.5.1 The primary awardee cannot comply with delivery requirements or specifications
- 5.5.2 The primary awardee is not in compliance with delivery requirements or specifications on current or previous orders
- 5.5.3 In cases of emergency
- 5.5.4 It is in the best interest of SBBC to do so regardless of reason.

6.0 SPECIAL CONDITIONS

- 6.1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, April 12, 2006** at the following address in order to be considered:

SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 27-030V, Third Party Liability Claim Management Services

Proposer shall submit one original proposal with an original manual signature (blue ink preferred). Proposer should also submit one electronic version in Word 6.0 or higher on diskette and 15 additional copies of proposal. The proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposer's firm name clearly marked on the exterior of package. All additional copies should be identical to the original proposal submitted.

6.0 SPECIAL CONDITIONS (Continued)

- 6.2 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 6.3 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**
- 6.3.1 Awardee's and Sub-Contractor's records shall include, but not be limited to accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
 - 6.3.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
 - 6.3.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agents or its authorized representative shall give audited firm reasonable advance notice of intended audits.
 - 6.3.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
 - 6.3.5 If an audit or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.0 SPECIAL CONDITIONS (Continued)

- 6.4 **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any awardee to the Board by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.
- 6.4.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - 6.4.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
 - 6.4.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
 - 6.4.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
 - 6.4.5 Employee Dishonesty Insurance covering awardee and the Board against loss caused by dishonesty or employees of awardee including coverage for Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud with limits of \$5,000,000.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide SBBC Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

7.0 GENERAL CONDITIONS

- 7.1 **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 7.2 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.2.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- 7.2.2 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 the VENDOR, its agents, servants or employees; the equipment of the 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 the VENDOR, SBBC or otherwise.
- 7.3 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 7.6.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with vendor.

7.0 GENERAL CONDITIONS (Continued)

- 7.7 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 7.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of SBBC.
- 7.13 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.15 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.0 GENERAL CONDITIONS (Continued)

- 7.16 **ANTI-DISCRIMINATION:** The proposer certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 7.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- 7.18 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.19 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
- 7.20 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity and Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on School Board contract awards. The School Board encourages each proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **proposer should indicate its certification number in its proposal.**

For information on M/WBE Certification, or to obtain information on location certified M/WBE, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-2290 or www.broward.k12.fl.us/supply/mwbe.htm.

To receive evaluation credit for M/WBE participation, the proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing and the dollar value of the work, as the percentage of the total contract value must be provided.

7.0 GENERAL CONDITIONS (Continued)

- 7.21 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 7.21.1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

7.0 GENERAL CONDITIONS (Continued)

- 7.22 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFP or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFP, or any Addenda released thereto. Receipt of a copy of this RFP, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

7.0 GENERAL CONDITIONS (Continued)

7.23 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and on www.demandstar.com on **April 25, 2006 at 3:00 p.m. ET** and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Supply Management and Logistics Department gives notice of an intended decision about this RFP. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the school district administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

7.0 GENERAL CONDITIONS (Continued)

- 7.24 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management and Logistics Department.
- 7.25 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the awardee, the Superintendent shall give written notice to the awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- 7.27 **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services under the conditions described in the previous sentence. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

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

Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$75.00. The Money Order is to be made payable to "The School Board of Broward County, Florida". **No Company or Personal Checks, nor Credit Cards are acceptable for these fees. These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting. (Please view http://www.broward.k12.fl.us/supply/vendor_Page.htm for any changes.)**

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned.

7.0 GENERAL CONDITIONS (Continued)

- 7.28 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-2150 or TDD 754-321-2158.
- 7.29 **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.29.1 A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.29.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.29.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
- 7.29.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- 7.29.5 Senior-level employees (Pay Grade 30 and above) and/or School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.29.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.30 **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Director of Supply Management and Logistics, unless so notified by the Supply Management and Logistics Department. **A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.**
- 7.31 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.
- 7.32 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.

7.0 GENERAL CONDITIONS (Continued)

7.33 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

- 7.33.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or any or all proposals may be rejected when there are sound, documented business reasons that serve the best interest of SBBC.
- 7.33.2 SBBC also reserves the right to waive irregularities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.
- 7.33.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.33.3.1 The proposal is time-stamped at the Supply Management and Logistics Department after the deadline specified in the RFP.
- 7.33.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.4 (see Section 1.0).
- 7.33.3.3 Failure to respond to all subsections within the RFP.
- 7.33.3.4 Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 7.33.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 7.33.3.6 The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

7.34 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.

7.35 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.

7.36 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.

7.37 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT on or before 2:00 p.m. ET** on the date due.

7.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.

7.39 No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

7.40 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

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

ATTACHMENT A

QUESTIONNAIRE

For

THIRD PARTY LIABILITY

CLAIM MANAGEMENT SERVICES

**THIRD PARTY LIABILITY
CLAIM MANAGEMENT SERVICES**

QUESTIONNAIRE

IDENTIFICATION OF PROPOSER

Name of Firm: _____

Address of office from _____
which primary services _____
will be provided: _____

Contact: _____

Telephone No.: _____

Fax No.: _____

Email: _____

1. Please provide the names and resume information for the individuals who will be responsible for SBBC's account.
2. What case loads will adjusters handle? (Include information regarding clerical assistance provided to adjusters.)
3. Where will adjusters handling SBBC account be located?
4. What staff members will be dedicated to SBBC's account?
5. What are minimum experience/educational qualifications of adjusters and other staff that will handle SBBC account?
6. Provide a copy of a suggested work plan that will be followed in the handling of the SBBC's third party liability claims.
7. Provide a copy of a suggested catastrophe work plan that will be followed in the handling of the SBBC's catastrophe claims. The work plan should clearly identify what would be considered a catastrophe claim.
8. If any requested services are out-sourced to another vendor, please identify and describe.
9. Do you have written procedures to assume or continue operations in the event of hurricane, other natural disaster, or other emergency to ensure continued uninterrupted claims administrative services?

QUESTIONNAIRE (Continued)

10. Do you have a documented claims management process?
11. Do you have a strategy to fulfill the mission of achieving significant reductions in the cost of risk and reducing the percentage of claims which are litigated?
12. Are there any additional costs that will be charged by the proposer that have not been addressed in the RFP document?
13. Do you have a procedure outlining how new claims are assigned to adjusters.
14. Do you have adjuster diary requirements?
15. Do you have supervisor diary requirements?
16. Do you have an established reserving philosophy?
17. Do you use computer models in reserving? If so, please describe the process.
18. Do you have internal quality review procedures? How are claims selected for this review process and who conducts the review?
19. Please describe performance standards you have agreed to with other clients.
20. Will you require any amendments to the sample contract?

Additional Comments/Deviations from Request for Proposals

If your proposal does not fully comply with any term, coverage, endorsement, provision, condition or other requirement (other than those stated in the specimen policy forms attached) requested in the Request For Proposals, explain fully in the space following the extent of non-compliance and the alternative term, coverage, endorsement, provision, condition or other requirement proposed.

Proposer's Warranty

The undersigned, by the undersigned signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the proposer, and has submitted the answers and data on behalf of the proposer;
2. This proposal is offered in full compliance with the Minimum Qualifications of Proposer set forth in Section 2.0 of the RFP;
3. The undersigned has been specifically authorized to offer a contract in full compliance with all terms, coverages, endorsements, conditions, and requirements, as set forth in this RFP other than those deviations noted above;

QUESTIONNAIRE (Continued)

Proposer's Warranty (Continued)

4. This proposal is not subject to any mandatory recommendations, other than those noted above;
5. If this proposal is accepted, the contract will be issued as proposed;
6. The undersigned authorizes SBBC, its staff and consultants to contact any of the references provided in this proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the proposer offering this proposal;
7. The undersigned has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or parties to the proposal;
8. The undersigned acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws;
9. The undersigned has carefully reviewed all of the answers and data provided in this proposal on behalf of the proposer, and, after specific inquiry, believes all of the answers and data to be true and correct;
10. The undersigned acknowledges receipt of the entire RFP and the following addenda [indicate addenda numbers or, if applicable, none].

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Typed Name of Proposer

Date

ATTACHMENT B

Historic Claim Counts

PYRAMID LEVEL : SCHOOL BOARD
 PYRAMID UNIT :
 LOSS PROGRAM : ALL LOSS PROGRAMS
 ACCIDENT PERIOD: 05 01Jul2005 TO 01Jul2006
 MONTH NUMBER : 006
 REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	12	17	29	1490.63	36.05	65004.37	20.95	66552.00
AD AUTO LIAB PROP DAMAGE	21	30	51	34977.20	2569.21	70903.92	1006.40	109456.73
AP AUTO PHYSICAL DAMAGE	121	62	183	1271.75	5.00	11923.00	25.00	13224.75
BR BUILDER'S RISK	1	0	1	.00	.00	.00	.00	.00
EO ERRORS & OMISSIONS	3	0	3	.00	1144.00	.00	.00	1144.00
GB GENERAL LIAB BODILY INJURY	147	70	217	10228.31	1493.99	283770.00	19992.36	315484.66
GD GENERAL LIAB PROP DAMAGE	11	10	21	9430.53	155.00	42281.72	1300.00	53167.25
PI PERSONAL INJURY	0	1	1	.00	.00	50000.00	.00	50000.00
RB ALL RISK BUILDINGS	1	1	2	.00	.00	20000.00	.00	20000.00
RC ALL RISK CONTENTS	1	4	5	97147.88	.00	117872.12	.00	215020.00
WC WORKERS COMPENSATION	871	393	1264	1283235.50	3454.00	2769518.45	69172.00	4125379.95
* MEDICAL ONLY	744*	138*	882*	268107.86 *	.00 *	104567.86 *	.00 *	372675.72 *
* INDEMNITY	127*	255*	382*	1015127.64 *	3454.00 *	2664950.59 *	69172.00 *	3752704.23 *
TOTALS	1189	588	1777	1437781.80	8857.25	3431273.58	91516.71	4969429.34

AGGREGATE EXCESS SUMMARY
 LESS LOSSES EXCESS OF SPECIFIC RETENTION .00
 TOTAL PAYMENTS 1446639.05
 LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS .00
 TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 1446639.05

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 8384.28
 CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER OPENED	NUMBER VOIDED	NUMBER CLOSED	NUMBER REOPND	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES NUMBER	*** ADJUSTMENTS NUMBER	NET PAYMENT ACTIVITY
361	6	331	691	82	893851.12	1658	393190.58	8	7260.28
						1658	393190.58	5	1271.75

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	117	27	144	73796.34	1034.86	432500.00	2765.05	510096.25
AD AUTO LIAB PROP DAMAGE	108	4	112	209745.28	1585.38	34850.00	65.65	246246.31
AP AUTO PHYSICAL DAMAGE	511	13	524	527.58	50.00	12.00	.00	589.58
EO ERRORS & OMISSIONS	8	6	14	10074.30	44422.00	60000.00	40009.81	154506.11
GB GENERAL LIAB BODILY INJURY	685	81	766	81223.76	17455.44	769030.00	92537.63	960246.83
GD GENERAL LIAB PROP DAMAGE	65	0	65	42005.23	149.45	.00	.00	42154.68
PI PERSONAL INJURY	0	3	3	.00	10.35	81000.00	739.65	81750.00
RB ALL RISK BUILDINGS	3	1	4	5950.58	16.30	4000.00	233.70	10200.58
RC ALL RISK CONTENTS	10	0	10	94215.28	.00	.00	.00	94215.28
WC WORKERS COMPENSATION	3280	263	3543	8910514.11	259327.61	5974689.30	327232.41	15471763.43
* MEDICAL ONLY	2508*	0*	2508*	704009.08	.00	.00	.00	704009.08
* INDEMNITY	772*	263*	1035*	8206505.03	259327.61	5974689.30	327232.41	14767754.35
TOTALS	4787	398	5185	9428052.46	324051.39	7356081.30	463583.90	17571769.05

AGGREGATE EXCESS SUMMARY
 TOTAL PAYMENTS 9752103.85
 LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS .00
 TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 9752103.85

LESS LOSSES EXCESS OF SPECIFIC RETENTION .00
 TOTAL AGGREGATE EXPERIENCE 17571769.05

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 82277.81

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005									
NUMBER OPENED	NUMBER VOIDED	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES NUMBER	*** ADJUSTMENTS NUMBER	NET PAYMENT ACTIVITY	
4	0	198	241	49	129420.48	1258	439812.06	70	18238.01
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS									8 1187.28 422761.33

REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.
 MONTH NUMBER : 030
 ACCIDENT PERIOD: 03 01Jul2003 TO 01Jul2004
 LOSS PROGRAM : ALL LOSS PROGRAMS
 PYRAMID LEVEL : SCHOOL BOARD
 PYRAMID UNIT :
 LOSS PROGRAM : ALL LOSS PROGRAMS

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	177	16	193	371854.83	101913.58	367500.00	29916.06	871184.47
AD AUTO LIAB PROP DAMAGE	126	1	127	218703.32	3884.13	5000.00	14545.35	242132.80
AP AUTO PHYSICAL DAMAGE	574	3	577	19775.99	1006.15	3.00	5.00	20790.14
EO ERRORS & OMISSIONS	15	5	20	283001.28	92984.64	95000.00	28845.59	493831.51
GB GENERAL LIAB BODILY INJURY	960	43	1003	316274.13	182000.11	767110.01	434869.97	1700254.22
GD GENERAL LIAB PROP DAMAGE	50	0	50	24876.94	99.25	.00	.00	24976.19
PI PERSONAL INJURY	1	3	4	.00	.00	115000.00	.00	115000.00
RB ALL RISK BUILDINGS	10	0	10	23555.40	6.60	.00	.00	23562.00
RC ALL RISK CONTENTS	5	0	5	21220.56	.00	.00	.00	21220.56
WC WORKERS COMPENSATION	3577	144	3721	12303024.50	703369.33	4479436.03	405092.97	17890922.83
* MEDICAL ONLY	2674*	0*	2674*	653016.18	821.20	.00	.00	653837.38
* INDEMNITY	903*	144*	1047*	11650008.32	702548.13	4479436.03	405092.97	17237085.45
TOTALS	5495	215	5710	13582286.95	1085263.79	5829049.04	913274.94	21409874.72

AGGREGATE EXCESS SUMMARY
 TOTAL PAYMENTS 14667550.74
 LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS .00
 TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 14667550.74

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 148216.47

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005									
NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE	PAYMENTS NUMBER	RECOVERIES NUMBER	ADJUSTMENTS NUMBER	NET PAYMENT ACTIVITY
0	0	0	60	69	17591.56	464	269535.13	21	5429.04
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS									

PYRAMID LEVEL : SCHOOL BOARD
 PYRAMID UNIT :
 LOSS PROGRAM : ALL LOSS PROGRAMS
 ACCIDENT PERIOD : 01 01Jul2001 TO 01Jul2002
 MONTH NUMBER : 054
 REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	92	5	97	404468.11	88802.70	82500.00	54880.20	630651.01
AD AUTO LIAB PROP DAMAGE	136	0	136	192297.86	4466.61	.00	.00	196764.47
AP AUTO PHYSICAL DAMAGE	157	0	157	486.50	456.50	.00	.00	943.00
EO ERRORS & OMISSIONS	15	2	17	178500.00	94390.82	115000.00	27602.82	415493.64
GB GENERAL LIAB BODILY INJURY	279	25	304	508792.92	401422.83	478000.00	332747.63	1720963.38
GD GENERAL LIAB PROP DAMAGE	97	0	97	31830.45	1057.04	.00	.00	32887.49
PI PERSONAL INJURY	3	2	5	.00	.00	50000.00	.00	50000.00
RB ALL RISK BUILDINGS	4	0	4	.00	.00	.00	.00	.00
RC ALL RISK CONTENTS	6	0	6	338040.00	.00	.00	.00	338040.00
WC WORKERS COMPENSATION	2834	75	2909	12440223.73	1491654.51	3025145.83	357217.06	17314241.13
* MEDICAL ONLY	1903*	0*	1903*	482299.16	242.40	.00	.00	482541.56
* INDEMNITY	931*	75*	1006*	11957924.57	1491412.11	3025145.83	357217.06	16831699.57
WE EMPLOYERS LIABILITY	1	0	1	.00	.00	.00	.00	.00
TOTALS	3624	109	3733	14094639.57	2082251.01	3750645.83	772447.71	20699984.12
AGGREGATE EXCESS SUMMARY								
TOTAL PAYMENTS				16176890.58				20254789.12
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS				37615.00				
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS				16139275.58				
LESS LOSSES EXCESS OF SPECIFIC RETENTION								445195.00
TOTAL AGGREGATE EXPERIENCE								20254789.12
TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE								331612.66

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES NUMBER	*** ADJUSTMENTS NUMBER	NET PAYMENT ACTIVITY
1	0	19	18	5	93532.40	133	5	2	123199.93
						123512.02	312.09	.00	

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.
 MONTH NUMBER : 066
 ACCIDENT PERIOD: 00 01Jul2000 TO 01Jul2001
 LOSS PROGRAM : ALL LOSS PROGRAMS
 PYRAMID UNIT :
 PYRAMID LEVEL : SCHOOL BOARD

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	80	1	81	395125.43	101024.56	100000.00	3994.11	600144.10
AD AUTO LIAB PROP DAMAGE	115	0	115	202272.93	19586.03	.00	.00	221858.96
AN AUTO NO FAULT	1	0	1	.00	.00	.00	.00	.00
AP AUTO PHYSICAL DAMAGE	157	0	157	8647.79	1818.74	.00	.00	10466.53
EO ERRORS & OMISSIONS	18	0	18	293217.45	138884.95	.00	.00	438102.40
GB GENERAL LIAB BODILY INJURY	283	10	293	1193014.86	587545.83	350000.00	.00	2267207.05
GD GENERAL LIAB PROP DAMAGE	65	0	65	62017.45	2521.76	.00	.00	64539.21
PI PERSONAL INJURY	15	3	18	96000.00	158750.03	210000.00	22585.81	487335.84
PL PROFESSIONAL LIABILITY	2	0	2	.00	16191.54	.00	.00	16191.54
RB ALL RISK BUILDINGS	5	0	5	.00	.75	.00	.00	.75
RC ALL RISK CONTENTS	2	0	2	.00	.00	.00	.00	.00
WC WORKERS COMPENSATION	2060	39	2099	12263454.10	1372704.18	2460659.58	199321.48	16296139.34
* MEDICAL ONLY	1244*	0*	1244*	467774.35	2601.73	.00	.00	470376.08
* INDEMNITY	816*	39*	855*	11795679.75	1370102.45	2460659.58	199321.48	15825763.26
WE EMPLOYERS LIABILITY	1	1	2	.00	65618.15	25000.00	17262.35	107880.50
TOTALS	2804	54	2858	14519750.01	2464646.52	3145659.58	379810.11	20509866.22

AGGREGATE EXCESS SUMMARY
 LESS LOSSES EXCESS OF SPECIFIC RETENTION 404917.00
 TOTAL AGGREGATE EXPERIENCE 20104949.22

TOTAL PAYMENTS SUBJECT TO SPECIFIC EXCESS
 TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 16984396.53

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005
 TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 178960.50

NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE IN EXPERIENCE	PAYMENTS	*** RECOVERIES ***	NUMBER	AMOUNT	** ADJUSTMENTS **	NUMBER	AMOUNT	NET PAYMENT ACTIVITY
0	0	14	19	4	140981.22-	97	123130.66	4	2408.48	0	.00		120722.18

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

PYRAMID LEVEL : SCHOOL BOARD
 PYRAMID UNIT :
 LOSS PROGRAM : ALL LOSS PROGRAMS
 ACCIDENT PERIOD: 99 01Jul1999 TO 01Jul2000
 MONTH NUMBER : 078
 REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	76	2	78	448663.50	54354.14	70000.00	12000.00	585017.64
AD AUTO LIAB PROP DAMAGE	124	0	124	161879.33	2154.15	.00	.00	164033.48
AP AUTO PHYSICAL DAMAGE	152	0	152	.00	84.50	.00	.00	84.50
EO ERRORS & OMISSIONS	23	2	25	751606.59	365381.92	14749.96	20189.23	1151927.70
GB GENERAL LIAB BODILY INJURY	247	4	251	923211.85	861037.50	63500.00	72629.34	1920378.69
GD GENERAL LIAB PROP DAMAGE	85	0	85	14675.34	102.80	.00	.00	14778.14
PI PERSONAL INJURY	11	0	11	44000.00	24259.82	.00	.00	68259.82
RB ALL RISK BUILDINGS	11	0	11	.00	2.00	.00	.00	2.00
RC ALL RISK CONTENTS	5	0	5	1395.00	.00	.00	.00	1395.00
WC WORKERS COMPENSATION	1996	36	2032	12855939.72	1404389.79	2119211.60	240778.51	16620319.62
* MEDICAL ONLY	1221*	0*	1221*	441460.62	8010.06	.00	.00	449470.68
* INDEMNITY	775*	36*	811*	12414479.10	1396379.73	2119211.60	240778.51	16170848.94
WE EMPLOYERS LIABILITY	0	1	1	.00	10747.23	10000.00	4252.77	25000.00
TOTALS	2730	45	2775	15201371.33	2722513.85	2277461.56	349849.85	20551196.59
AGGREGATE EXCESS SUMMARY					LESS LOSSES EXCESS OF SPECIFIC RETENTION			659789.00
TOTAL PAYMENTS			17923885.18		TOTAL AGGREGATE EXPERIENCE			19891407.59
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS			262905.41					
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS			17660979.77					

TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS				17660979.77				TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE				184919.02	
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005													
NUMBER	NUMBER	RESERVE	NET CHANGE IN	*** PAYMENTS	*** RECOVERIES	*** ADJUSTMENTS	**	NUMBER	AMOUNT	NUMBER	AMOUNT	NET PAYMENT	
OPENED	VOIDED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	ACTIVITY	
0	0	17	3	34870.10-	99	76441.81	4	1858.03	1	92.00		74675.78	
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS													

PYRAMID LEVEL : SCHOOL BOARD
 LOSS PROGRAM : ALL LOSS PROGRAMS
 ACCIDENT PERIOD: 98 01Jul1998 TO 01Jul1999
 MONTH NUMBER : 090
 REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	153	0	153	470143.38	154427.49	.00	.00	624570.87
AD AUTO LIAB PROP DAMAGE	129	0	129	157808.98	2298.00	.00	.00	160106.98
AP AUTO PHYSICAL DAMAGE	213	0	213	705.04	44.50	.00	.00	749.54
EO ERRORS & OMISSIONS	18	1	19	149657.28	191283.67	5000.00	16306.12	362247.07
GB GENERAL LIAB BODILY INJURY	265	2	267	1131421.75	782675.40	100001.00	9677.35	2023775.50
GD GENERAL LIAB PROP DAMAGE	73	0	73	17291.71	5.00	.00	.00	17296.71
PI PERSONAL INJURY	10	0	10	43000.00	66477.74	.00	.00	109477.74
RB ALL RISK BUILDINGS	16	0	16	.00	2.40	.00	.00	2.40
RC ALL RISK CONTENTS	3	0	3	50334.28	2.00	.00	.00	50336.28
WC WORKERS COMPENSATION	2009	35	2044	15606491.21	1501831.18	5397591.71	205226.93	22711141.03
* MEDICAL ONLY	1236*	0	1236*	459542.28	2626.55	.00	.00	462168.83
* INDEMNITY	773*	35*	808*	15146948.93	1499204.63	5397591.71	205226.93	22348972.20
WE EMPLOYERS LIABILITY	1	0	1	.00	36411.07	.00	.00	36411.07
TOTALS	2890	38	2928	17626853.63	2735458.45	5502592.71	231210.40	26096115.19

AGGREGATE EXCESS SUMMARY
 LESS LOSSES EXCESS OF SPECIFIC RETENTION 2232673.00
 TOTAL AGGREGATE EXPERIENCE 23863442.19

TOTAL PAYMENTS 20362312.08
 LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS .00
 TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 20362312.08

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 294710.85
 CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES NUMBER	*** RECOVERIES AMOUNT	** ADJUSTMENTS NUMBER	** ADJUSTMENTS AMOUNT	NET PAYMENT ACTIVITY
0	0	5	8	2	40394.08-	112	112	172743.19	9	1351.90	171391.29
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS											

PYRAMID LEVEL : SCHOOL BOARD
PYRAMID UNIT :
LOSS PROGRAM : ALL LOSS PROGRAMS
ACCIDENT PERIOD: 95 01Jul1995 TO 01Jul1996
MONTH NUMBER : 126
REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	115	0	115	598054.89	120110.72	.00	.00	718165.61
AD AUTO LIAB PROP DAMAGE	111	0	111	144621.43	1150.25	.00	.00	145771.68
AP AUTO PHYSICAL DAMAGE	39	0	39	2274.00	.00	.00	.00	2274.00
EO ERRORS & OMISSIONS	33	0	33	643015.00	318402.15	.00	.00	961417.15
GB GENERAL LIAB BODILY INJURY	366	0	366	2758521.46	578606.26	.00	.00	3337127.72
GD GENERAL LIAB PROP DAMAGE	106	0	106	21750.21	249.90	.00	.00	22000.11
PA PRODUCTS LIAB BODILY INJURY	1	0	1	.00	.00	.00	.00	.00
PI PERSONAL INJURY	15	0	15	233435.85	54711.30	.00	.00	288147.15
RB ALL RISK BUILDINGS	8	0	8	17000.00	5382.48	.00	.00	22382.48
RC ALL RISK CONTENTS	3	0	3	.00	.00	.00	.00	.00
WC WORKERS COMPENSATION	2659	26	2685	14995897.83	1737197.83	3563094.02	169353.45	20465543.13
* MEDICAL ONLY	1736*	0*	1736*	463126.35	1851.88	.00	.00	464978.23
* INDEMNITY	923*	26*	949*	14532771.48	1735345.95	3563094.02	169353.45	20000564.90
WE EMPLOYERS LIABILITY	1	0	1	.00	27724.10	.00	.00	27724.10
T O T A L S	3457	26	3483	19414570.67	2843534.99	3563094.02	169353.45	25990553.13

AGGREGATE EXCESS SUMMARY	LESS LOSSES EXCESS OF SPECIFIC RETENTION	3767634.74
TOTAL PAYMENTS	TOTAL AGGREGATE EXPERIENCE	22222918.39
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS		1784244.74
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS		20473860.92

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE	399031.84
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005	

NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES NUMBER	*** ADJUSTMENTS NUMBER	NET PAYMENT ACTIVITY
0	0	4	6	1	5062.89	51	4	0	14563.53

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

PYRAMID LEVEL : SCHOOL BOARD

PYRAMID UNIT

LOSS PROGRAM : ALL LOSS PROGRAMS

ACCIDENT PERIOD: 94 01Jul1994 TO 01Jul1995

MONTH NUMBER : 138

REPORT DESCR	SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.
...	...

Coverage Description	Closed Claims	Open Claims	Total Claims	Net Loss Payments	Loss Reserve	Expense Reserve	Total Experience
AB AUTO LIAB BODILY INJURY	79	0	79	102851.18	.00	.00	1248261.23
AD AUTO LIAB PROP DAMAGE	121	0	121	95446.00	.00	.00	99822.57
AM AUTO MEDICAL PAYMENTS	19	0	19	14011.60	.00	.00	14015.60
AN AUTO NO FAULT	1	0	1	.00	.00	.00	.00
AP AUTO PHYSICAL DAMAGE	41	0	41	19394.99	.00	.00	20026.03
BL BAILEES LIABILITY	2	0	2	688.73	.00	.00	688.73
EO ERRORS & OMISSIONS	21	0	21	50500.00	.00	.00	338161.78
GB GENERAL LIAB BODILY INJURY	417	0	417	1108924.61	.00	.00	1616800.95
GD GENERAL LIAB PROP DAMAGE	125	0	125	24421.85	.00	.00	25200.15
PI PERSONAL INJURY	16	0	16	442899.52	.00	.00	654959.93
RB ALL RISK BUILDINGS	10	0	10	154753.72	.00	.00	204021.24
RC ALL RISK CONTENTS	5	0	5	36050.00	.00	.00	36050.00
WC WORKERS COMPENSATION	2466	12	2478	11223696.76	2288989.28	51506.30	14812035.46
* MEDICAL ONLY	1672*	0*	1672*	455132.39	.00 *	.00 *	455160.36
** INDEMNITY	794*	12*	806*	10768564.37	2288989.28 *	51506.30 *	14356875.10
WE EMPLOYERS LIABILITY	1	1	2	107022.04	30000.00	11813.81	148835.85
TOTALS	=====	=====	=====	=====	=====	=====	=====
TOTALS	3324	13	3337	2572931.17	2318989.28	63320.11	19218879.52
AGGREGATE EXCESS SUMMARY	LESS LOSSES EXCESS OF SPECIFIC RETENTION						
TOTAL PAYMENTS	TOTAL AGGREGATE EXPERIENCE						
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	16836570.13						
	871718.90						
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	15964851.23						
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005							
TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 450566.63							
NUMBER OPENED	NUMBER VOIDED	NUMBER CLOSED	NET CHANGE IN TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES AMOUNT	*** ADJUSTMENTS NUMBER	NET PAYMENT ACTIVITY
0	0	2	434566.93-	28	19096.05	2	18898.18
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS							

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

PYRAMID LEVEL	:	SCHOOL BOARD
PYRAMID UNIT	:	
LOSS PROGRAM	:	ALL LOSS PROGRAMS
ACCIDENT PERIOD:	:	93 01Jul1993 TO 01Jul1994
MONTH NUMBER	:	150
REPORT DESCR	:	SUMMARY OF TOTAL EXPERIENCE INCLUDED.

C O V E R A G E D E S C R I P T I O N										C L O S E D	O P E N	T O T A L	N E T L O S S	N E T E X P E N S E	L O S S	E X P E N S E	T O T A L
C O V E R A G E D E S C R I P T I O N										C L A I M S	C L A I M S	C L A I M S	P A Y M E N T S	P A Y M E N T S	R E S E R V E	R E S E R V E	E X P E R I E N C E
A B A U T O L I A B B O D I L Y I N J U R Y										69	0	69	444228.00	202248.63	.00	.00	646476.63
A D A U T O L I A B P R O P D A M A G E										102	0	102	124582.46	1288.00	.00	.00	125870.46
A M A U T O M E D I C A L P A Y M E N T S										20	0	20	5689.50	205.64	.00	.00	5895.14
A P A U T O P H Y S I C A L D A M A G E										48	0	48	14634.35	237.30	.00	.00	14871.65
B L B A I L E E S L I A B I L I T Y										2	0	2	110.00	5.00	.00	.00	115.00
E O E R R O R S & O M I S S I O N S										23	0	23	78995.00	79698.97	.00	.00	158693.97
G B G E N E R A L L I A B B O D I L Y I N J U R Y										465	0	465	1602521.18	1128941.57	.00	.00	2731462.75
G D G E N E R A L L I A B P R O P D A M A G E										106	0	106	10397.74	286.55	.00	.00	10684.29
P I P E R S O N A L I N J U R Y										5	0	5	19800.00	51848.28	.00	.00	71648.28
P M P R E M I S E S M E D I C A L										4	0	4	4216.63	.00	.00	.00	4216.63
R B A L L R I S K B U I L D I N G S										5	0	5	.00	4.50	.00	.00	4.50
R C A L L R I S K C O N T E N T S										4	0	4	738.33	.00	.00	.00	738.33
W C W O R K E R S C O M P E N S A T I O N										2645	17	2662	13345963.28	1312573.12	2622707.30	112814.28	17394057.98
* M E D I C A L O N L Y										1812*	0*	1812*	487230.47	* 581.25	* .00	* .00	487811.72
* I N D E M N I T Y										833*	17*	850*	12858732.81	* 1311991.87	* 2622707.30	* 112814.28	16906246.26
E M P L O Y E R S L I A B I L I T Y										1	2	3	.00	20830.21	20000.00	25446.94	66277.15
T O T A L S										3499	19	3518	15651876.47	2798167.77	2642707.30	138261.22	21231012.76

AGGREGATE EXCESS SUMMARY

LESS LOSSES EXCESS OF SPECIFIC RETENTION

18103784.65

TOTAL AGGREGATE EXPERIENCE

18103784.65

TOTAL PAYMENTS	18450044.24
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LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS 1653934.97

TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	16796109.27
--	-------------

DATE	RECOVERIES TO DATE	684744.55
TOTAL, NON-SPECIFIC CLAIM		

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE

			*** NUMBER	PAYMENTS AMOUNT	*** NUMBER
			*** NUMBER	RECOVERIES AMOUNT	*** NUMBER
			*** NUMBER	ADJUSTMENTS AMOUNT	*** NUMBER

			**		
			NET PAYMENT ACTIVITY		
0	0	2	1	1	1
			612115.38	11807.40	994.50
			34	4	1
					92.00-
					10720.9

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

REPORT DESCR : 162
MONTH NUMBER : 162
ACCIDENT PERIOD: 92 01Jul1992 TO 01Jul1993
LOSS PROGRAM : ALL LOSS PROGRAMS
PYRAMID UNIT :
PYRAMID LEVEL : SCHOOL BOARD

SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	69	0	69	295447.08	89657.62	.00	.00	385104.70
AD AUTO LIAB PROP DAMAGE	78	0	78	93972.43	1721.90	.00	.00	95694.33
AM AUTO MEDICAL PAYMENTS	33	0	33	16341.38	.00	.00	.00	16341.38
AP AUTO PHYSICAL DAMAGE	17	0	17	896.93	49.00	.00	.00	945.93
EO ERRORS & OMISSIONS	15	0	15	139500.00	68555.90	.00	.00	208055.90
GB GENERAL LIAB BODILY INJURY	503	0	503	1837790.16	694990.66	.00	.00	2532780.82
GD GENERAL LIAB PROP DAMAGE	132	0	132	25466.44	660.60	.00	.00	26127.04
PA PRODUCTS LIAB BODILY INJURY	1	0	1	125.00	.00	.00	.00	125.00
PI PERSONAL INJURY	14	0	14	741500.00	751754.18	.00	.00	1493254.18
PM PREMISES MEDICAL	3	0	3	5352.50	.00	.00	.00	5352.50
RB ALL RISK BUILDINGS	73	0	73	.00	412.60	.00	.00	412.60
RC ALL RISK CONTENTS	3	0	3	296.73	.00	.00	.00	296.73
WC WORKERS COMPENSATION	2276	14	2290	12101168.78	1162955.65	5772824.62	113021.62	19149970.67
* MEDICAL ONLY	1556*	0*	1556*	404739.18	6416.00	.00	.00	411155.18
* INDEMNITY	720*	14*	734*	11696429.60	1156539.65	5772824.62	113021.62	18738815.49
WE EMPLOYERS LIABILITY	1	0	1	.00	.00	.00	.00	.00
TOTALS	3218	14	3232	15257857.43	2770758.11	5772824.62	113021.62	23914461.78

AGGREGATE EXCESS SUMMARY
TOTAL PAYMENTS 18028615.54
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS 4126040.17
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 13902575.37

LESS LOSSES EXCESS OF SPECIFIC RETENTION
TOTAL AGGREGATE EXPERIENCE 14455342.40

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 896898.48
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER OPENED	NUMBER VOIDED	NUMBER CLOSED	NUMBER REOPND	RESERVE CHANGES	NET CHANGE IN TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES NUMBER	*** ADJUSTMENTS NUMBER	NET PAYMENT ACTIVITY
0	0	1	2	0	1222.88-	98	44246.12	3	2604.00
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS									

RISK-FACS LOSS AND CLAIM EXPERIENCE - ACCIDENT DATE BASIS
AS OF 31Dec2005

010002 SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA/RISK MGMT

PYRAMID LEVEL : SCHOOL BOARD

PYRAMID UNIT :
LOSS PROGRAM : ALL LOSS PROGRAMS
ACCIDENT PERIOD: 91 01Jul1991 TO 01Jul1992
MONTH NUMBER : 174
REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	62	0	62	323905.77	102850.55	.00	.00	426756.32
AD AUTO LIAB PROP DAMAGE	88	0	88	89030.85	4365.25	.00	.00	93396.10
AM AUTO MEDICAL PAYMENTS	9	0	9	3495.92	.00	.00	.00	3495.92
AP AUTO PHYSICAL DAMAGE	13	0	13	.00	4.50	.00	.00	4.50
EO ERRORS & OMISSIONS	9	0	9	482500.00	223633.50	.00	.00	706133.50
GB GENERAL LIAB BODILY INJURY	473	0	473	1059059.12	485578.41	.00	.00	1544637.53
GD GENERAL LIAB PROP DAMAGE	58	0	58	17812.44	10.50	.00	.00	17822.94
PI PERSONAL INJURY	11	0	11	63350.00	47788.61	.00	.00	111138.61
PL PROFESSIONAL LIABILITY	1	0	1	.00	13665.89	.00	.00	13665.89
RB ALL RISK BUILDINGS	4	0	4	.00	188.50	.00	.00	188.50
RC ALL RISK CONTENTS	5	0	5	.00	.00	.00	.00	.00
WC WORKERS COMPENSATION	2171	15	2186	12333785.17	1256596.42	1698766.78	65513.58	15354661.95
* MEDICAL ONLY	1529*	0*	1529*	389729.80	* 600.00	* .00	* .00	* 390329.80
* INDEMNITY	642*	15*	657*	11944055.37	* 1255996.42	* 1698766.78	* 65513.58	* 14964332.15
TOTALS	2904	15	2919	14372939.27	2134682.13	1698766.78	65513.58	18271901.76

AGGREGATE EXCESS SUMMARY	LESS LOSSES EXCESS OF SPECIFIC RETENTION	1813964.72
TOTAL PAYMENTS	TOTAL AGGREGATE EXPERIENCE	16457937.04
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS		737050.71
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS		15770570.69

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE	1128713.79
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005	

NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	*** PAYMENTS	*** RECOVERIES	*** ADJUSTMENTS	NET PAYMENT
OPENED	VOIDED	REOPND	CLOSED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	ACTIVITY
0	0	0	1	5000.00-	58	18632.41	0	18632.41
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS								

PYRAMID LEVEL : SCHOOL BOARD
 PYRAMID UNIT :
 LOSS PROGRAM : ALL LOSS PROGRAMS
 ACCIDENT PERIOD: 89 01Jul1989 TO 01Jul1990
 MONTH NUMBER : 198
 REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	86	0	86	316342.95	239604.04	.00	.00	555946.99
AD AUTO LIAB PROP DAMAGE	119	0	119	78105.24	772.70	.00	.00	78877.94
AM AUTO MEDICAL PAYMENTS	1	0	1	.00	.00	.00	.00	.00
AP AUTO PHYSICAL DAMAGE	1	0	1	.00	.00	.00	.00	.00
BL BAILEES LIABILITY	6	0	6	1488.86	.00	.00	.00	1488.86
EO ERRORS & OMISSIONS	4	0	4	26250.00	15887.06	.00	.00	42137.06
FF FIDELITY & FORGERY	1	0	1	.00	.00	.00	.00	.00
GB GENERAL LIAB BODILY INJURY	283	0	283	761347.81	636976.84	.00	.00	1398324.65
GD GENERAL LIAB PROP DAMAGE	101	0	101	19120.20	3451.45	.00	.00	22571.65
PI PERSONAL INJURY	6	0	6	72500.00	17072.44	.00	.00	89572.44
RB ALL RISK BUILDINGS	1	0	1	21607.30	.00	.00	.00	21607.30
RC ALL RISK CONTENTS	1	0	1	.00	.00	.00	.00	.00
WC WORKERS COMPENSATION	2812	8	2820	10907354.44	911467.86	1178089.86	9149.66	13006061.82
* MEDICAL ONLY	2280*	0*	2280*	283159.98	1690.00	.00	.00	284849.98
* INDEMNITY	532*	8*	540*	10624194.46	909777.86	1178089.86	9149.66	12721211.84
TOTALS	3422	8	3430	12204116.80	1825232.39	1178089.86	9149.66	15216588.71

AGGREGATE EXCESS SUMMARY	LESS LOSSES EXCESS OF SPECIFIC RETENTION	3457925.61
TOTAL PAYMENTS	TOTAL AGGREGATE EXPERIENCE	11758663.10
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS		

TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	11671520.26
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TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE	1756850.31
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CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005									
NUMBER	NUMBER	RESERVE	NET CHANGE IN	*** PAYMENTS	*** RECOVERIES	*** ADJUSTMENTS	NET PAYMENT		
OPENED	VOIDED	REOPND	CLOSED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	ACTIVITY	
0	0	2	3	0	21885.93-	26	9904.14	1	
							732.58		
							0		
							.00		
								9171.56	

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS

010002 SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA/RISK MGMT

RISX-FACS LOSS AND CLAIM EXPERIENCE - ACCIDENT DATE BASIS
AS OF 31Dec2005

PYRAMID LEVEL : SCHOOL BOARD

PYRAMID UNIT : ALL LOSS PROGRAMS
 LOSS PROGRAM : ALL LOSS PROGRAMS
 ACCIDENT PERIOD: 88 01Jul1988 TO 01Jul1989
 MONTH NUMBER : 210
 REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE
 INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	58	0	58	174204.50	101290.99	.00	.00	275495.49
AD AUTO LIAB PROP DAMAGE	98	0	98	62201.08	727.93	.00	.00	62929.01
AM AUTO MEDICAL PAYMENTS	4	0	4	344.25	.00	.00	.00	344.25
AN AUTO NO FAULT	5	0	5	118.00	.00	.00	.00	118.00
AP AUTO PHYSICAL DAMAGE	3	0	3	9681.32	.00	.00	.00	9681.32
BL BAILEES LIABILITY	3	0	3	3050.03	50.00	.00	.00	3100.03
EO ERRORS & OMISSIONS	1	0	1	.00	.00	.00	.00	.00
GB GENERAL LIAB BODILY INJURY	496	0	496	973681.70	413288.09	.00	.00	1386969.79
GD GENERAL LIAB PROP DAMAGE	29	0	29	3620.17	.00	.00	.00	3620.17
PI PERSONAL INJURY	2	0	2	15000.00	14951.12	.00	.00	29951.12
PM PREMISES MEDICAL	1	0	1	337.35	.00	.00	.00	337.35
WC WORKERS COMPENSATION	2838	8	2846	7718268.50	954472.71	1754096.41	111514.96	10538352.58
* MEDICAL ONLY	2371*	0*	2371*	306036.23	.00	.00	.00	306036.23
* INDEMNITY	467*	8*	475*	7412232.27	954472.71	1754096.41	111514.96	10232316.35
T O T A L S	3538	8	3546	8960506.90	1484780.84	1754096.41	111514.96	12310899.11
AGGREGATE EXCESS SUMMARY								
				LESS LOSSES EXCESS OF SPECIFIC RETENTION				
				2461816.89				

-----															TOTAL AGGREGATE EXPERIENCE															9849082.22														
TOTAL PAYMENTS															10445287.74																													
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS															899617.59																													
															=====																													
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS															9545670.15																													
-----															TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE															1115019.03														

															CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005																													

NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE	IN	***	PAYMENTS	***	***	RECOVERIES	***	***	ADJUSTMENTS	**	NET PAYMENT																													
OPENED	VOIDED	REPND	CLOSED	CHANGES	TOTAL	EXPERIENCE	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	ACTIVITY																													
-----															-----															-----														
0	0	2	2	0	147.50	17	5763.23	4	1469.51	0	.00	4293.72																																
															NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS																													

PYRAMID LEVEL : SCHOOL BOARD
PYRAMID UNIT :
LOSS PROGRAM : ALL LOSS PROGRAMS
ACCIDENT PERIOD: 87 01Jul1987 TO 01Jul1988
MONTH NUMBER : 222
REPORT DESCR : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO INCLUDED.

COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	68	0	68	1046311.54	105138.34	.00	.00	1151449.88
AD AUTO LIAB PROP DAMAGE	77	0	77	54166.05	1326.50	.00	.00	55492.55
AM AUTO MEDICAL PAYMENTS	1	0	1	.00	.00	.00	.00	.00
BL BAILEES LIABILITY	2	0	2	219.90	.00	.00	.00	219.90
EO ERRORS & OMISSIONS	3	0	3	1346729.08	205615.97	.00	.00	1552345.05
GB GENERAL LIAB BODILY INJURY	368	0	368	487025.29	208051.31	.00	.00	695076.60
GD GENERAL LIAB PROP DAMAGE	64	0	64	9982.68	118.72	.00	.00	10101.40
PI PERSONAL INJURY	1	0	1	.00	.00	.00	.00	.00
RB ALL RISK BUILDINGS	3	0	3	20133.48	.00	.00	.00	20133.48
WC WORKERS COMPENSATION	2671	5	2676	6359626.38	646374.98	1687710.95	31857.51	8725569.82
* MEDICAL ONLY	2316*	0*	2316*	353096.46	.00	.00	.00	353096.46
* INDEMNITY	355*	5*	360*	6006529.92	646374.98	1687710.95	31857.51	8372473.36
TOTALS	3258	5	3263	9324194.40	1166625.82	1687710.95	31857.51	12210388.68
AGGREGATE EXCESS SUMMARY					LESS LOSSES EXCESS OF SPECIFIC RETENTION			2819093.87
TOTAL PAYMENTS				10490820.22				9391294.81
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS				1312808.31				
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS				9178011.91				

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005									
NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	PAYMENTS	*** RECOVERIES	*** ADJUSTMENTS	** NET PAYMENT	
OPENED	VOIDED	REOPND	CLOSED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	NUMBER	ACTIVITY
0	0	1	0	0	400.52	30	12587.74	2	5037.67
								0	.00
									7550.07
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS									
TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 447940.08									

ATTACHMENT C

Performance Standards

PERFORMANCE STANDARDS

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

Claim File Performance Standards

Awardee and SBBC agree that Claim File Performance Reviews will be conducted after the first six 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 two Claim File Performance Reviews for each annual period of the contract. The initial review will be after Awardee has been providing claims administration services for at least six (6) months. Each review will occur approximately 1-2 months after the conclusion of the performance period. The following chart 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 Awardee for the newly incurred claims reported during the performance period. Any financial penalties will be credited to future amounts invoiced by Awardee 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, Awardee 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 the Director, Risk Management for approval. The first review will be for information purposes only and no penalties will be imposed.

A minimum of 80% average compliance (i.e. average of 8 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 to review)	Expected Time of Review (months after initiation of contract)	% Average Compliance for No Penalty to Apply	Penalty
1	Months 1 – 6 of Contract	7 – 8 months	80%	NA
2	Months 7 – 12 of Contract	13 – 14 months	80%	5%
3	Months 13 – 18 of Contract	19 – 20 months	90%	5%
4	Months 19 – 24 of Contract	25 – 26 months	90%	5%
5	Months 25 – 30 of Contract	31 – 32 months	95%	5%
6	Months 31 – 36 of Contract	37 – 38 months	95%	5%

CLAIM FILE PERFORMANCE STANDARDS

1. Claim Receipt, Recording & Adjuster Assigned (1 point per claim for compliance)

Awardee will document claims intake information on all liability claims, enter the claim into the system, assign claim number and assign adjuster. This information will 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)

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 will 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 thereafter

Increase or Decrease of reserves by \$10,000 or more requires notice to the Director, Risk Management. File should 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 will mean referral to the appropriate legal counsel for assignment within two (2) days.

CLAIM FILE PERFORMANCE STANDARDS (Continued)

7. Timely Preparation of Status Reports to the Director, Risk Management or Designee (2 points total for compliance, 1 point for each required status report. If only one report required at time of review, 2 points assigned.)

Required status reports were presented to the Director, Risk Management or designee. Required status reports will be included in the work plan.

OVERALL PROGRAM SUCCESS STANDARDS

On an annual basis, the Director, Risk Management and the Awardee will develop Overall Program Success Standards.

ATTACHMENT D

Cost of Services

THIRD PARTY LIABILITY CLAIM ADMINISTRATION SERVICES

COST OF SERVICES

Proposed Cost of Services if on a Flat (Non-Adjustable Basis): (includes both Prior Claims And New Claims)

Term	Proposed Cost
July 1, 2006 – June 30, 2007	
July 1, 2007 – June 30, 2008	
July 1, 2008 – June 30, 2009	
July 1, 2009 – June 30, 2010	
July 1, 2010 – June 30, 2011	

Please outline ALL variable costs which are not included above.

THIRD PARTY LIABILITY CLAIM ADMINISTRATION SERVICES COST OF SERVICES

Proposed Cost of Services if Based upon Number of Claims

Term	Type of Claim	Proposed Rate	Estimated Number of Claims	Estimated Cost
July 1, 2006 – June 30, 2007	New Claims			
	Auto BI		140	
	Auto PD		130	
	Auto Phys.Dam.		500	
	GL/EO BI		620	
	GL/EO PD		60	
	Record Only		500	
	Property		5	
	Prior Claims			
	Auto BI		50	
	Auto PD		20	
	Auto Phys. Dam.		0	
July 1, 2007 – June 30, 2008	GL/EO BI		110	
	GL/EO PD		25	
	Auto BI		147	
	Auto PD		137	
	Auto Phys.Dam.		525	
	GL/EO BI		651	
	GL/EO PD		63	
July 1, 2008 – June 30, 2009	Record Only		550	
	Property		5	
	Auto BI		154	
	Auto PD		143	
	Auto Phys.Dam.		551	
	GL/EO BI		684	
	GL/EO PD		66	
July 1, 2009 – June 30, 2010	Record Only		578	
	Property		5	
	Auto BI		162	
	Auto PD		150	
	Auto Phys.Dam.		579	
	GL/EO BI		718	
	GL/EO PD		69	
July 1, 2010 – June 30, 2011	Record Only		606	
	Property		5	
	Auto BI		170	
	Auto PD		157	
	Auto Phys.Dam.		607	
	GL/EO BI		754	
	GL/EO PD		73	
	Record Only		637	
	Property		5	

Please outline ALL variable costs which are not included above.

Please outline any claim count audit provisions.

ATTACHMENT E

- E1 M/WBE Utilization Report**
- E2 Employment Diversity Statistics**
- E3 M/WBE Participation**
- E4 SBBC Diversity Policy 1.5 and Supplier
Diversity and Outreach Policy 7007**

Policies can be seen at web site URL:

<http://www.broward.k12.fl.us/sbbcpolicies>

Proposer's Company Name: _____

The School Board of Broward County, Florida
Minority/Women Business Enterprise Division
600 SE 3rd Avenue, 8th Floor
Ft. Lauderdale, FL 33301

754-321-2290
 754-321-2714 FAX

Monthly M/WBE Utilization Report

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
RFP Number:					
RFP Title:					

MINORITY/WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title:

Phone # (____) _____

Date: _____

Employment Diversity Statistics

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____			

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR ☐ - PER CONTRACT PERIOD ☐ OR OTHER ☐

E4 - SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007

Policies can be seen at web site URL: <http://www.broward.k12.fl.us/sbbcpolicies>

ATTACHMENT F
Disclosure of Potential Conflict of Interest

The School Board of Broward County, Florida
Third Party Liability Claim Administration Services

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In accordance with General Condition 7.12, all proposers must disclose with their RFP the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the proposer's firm who is also an employee of The School Board of Broward County, Florida. Disclosure of such potential conflict does not necessarily disqualify proposer from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

Name of Employee	SBBC Title or Position	Type of Interest in Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

_____ Signature	_____ Company Name
_____ Name of Official	_____ Business Address
_____ City, State, Zip Code	

11/22/05

ATTACHMENT G

Current Contract (Agreement)

AGREEMENT

COPY

THIS AGREEMENT is made and entered into as of this 3rd day of May, 2001, by and between

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

and

GALLAGHER BASSETT SERVICES, INC., a Delaware Corporation
(hereinafter referred to as "GALLAGHER BASSETT"),
whose principal place of business is
The Gallagher Centre
Two Pierce Place, Itasca, Illinois, 60143-3141

WHEREAS, SBBC issued a Request for Proposal identified as RFP 22-015V, Various Insurance Coverages and Claim/Risk Management Services, dated March 9, 2001 and amended by Addendum No. 1 dated March 23, 2001, (hereinafter referred to as "RFP") which is incorporated by reference herein for the purpose of receiving proposals for Various Insurance Coverages and Claim/Risk Management Services, and

WHEREAS, GALLAGHER BASSETT offered a proposal for Claim/Risk Management Services dated April 3, 2001 (herein referred to as "PROPOSAL"), which is included by reference herein in response to the RFP; and

WHEREAS, GALLAGHER BASSETT desires to provide to SBBC and SBBC desires to receive from GALLAGHER BASSETT Claim/Risk Management Services as described in the RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 This Agreement is effective as of 12:01 am July 1, 2001 and will continue until 12:00 am July 1, 2006. The term of the contract may, by mutual agreement by **SBBC** and **GALLAGHER BASSETT**, upon final School Board approval, be extended for two additional one-year periods, and if needed, 90 days beyond the expiration date of the final renewal period.

2.02 **GALLAGHER BASSETT** agrees to provide Claim/Risk Management Services as identified in the RFP and agreed upon in its **PROPOSAL** at the negotiated costs described in Article 2.12. **GALLAGHER BASSETT** will not perform any services, which may constitute the unauthorized practice of law.

2.03 During the terms of this Agreement and except as otherwise agreed to by the parties hereto, **SBBC** agrees that **GALLAGHER BASSETT** shall be the sole claims administrator with respect to **SBBC**'s program and that all new claims under **SBBC**'s program shall be forwarded to **GALLAGHER BASSETT**. **SBBC** further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without **GALLAGHER BASSETT**'s prior written consent.

2.04 If **GALLAGHER BASSETT** provides Managed Care Services as part of **SBBC**'s program, either directly or indirectly through an independent contractor, **SBBC** agrees that **GALLAGHER BASSETT** may be entitled to an additional fee in connection with Managed Care Services (all or part of which may be paid to **GALLAGHER BASSETT** by the independent contractor) and to comply with the procedures for utilizing any such Managed Care Services. Any such additional fee will be in exchange for bona fide administrative services provided by **GALLAGHER BASSETT** in connection with the Managed Care Services. If **GALLAGHER BASSETT** provides **SBBC** access to the First Health Preferred Provider Organization, **SBBC** agrees to comply with the procedures for utilizing the First Health PPO Program. Nothing contained in this Article shall entitle **GALLAGHER BASSETT** to an additional fee above the negotiated fee identified in Article 2.12.

2.05 The parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with **SBBC** and not **GALLAGHER BASSETT**. Pursuant to the other terms and conditions of this Agreement, **GALLAGHER BASSETT** shall provide **SBBC** with such information and reports as reasonably required by **SBBC** to perform this function.

2.06 This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in interest of the parties. The services to be provided by **GALLAGHER BASSETT** hereunder may be provided in whole or in part by any affiliated entity of **GALLAGHER BASSETT**, at the sole discretion of **GALLAGHER BASSETT***. In such event, the terms of this Agreement shall be binding upon and shall inure to the benefits of such affiliated entity. 

2.07 This Agreement may be modified only in writing. **GALLAGHER BASSETT** reserves the right to negotiate a modification to the fee if:

* and upon the prior written approval of **SBBC**, which will not be unreasonably withheld.

During the term of the Agreement, changes to legislative and/or regulatory requirements materially impact or change the scope of **GALLAGHER BASSETT's** services or responsibilities. In such instances, **GALLAGHER BASSETT** shall only have the right to modify fees to the extent that such modifications accurately reflect the impact or change to the scope of **GALLAGHER BASSETT'S** services or responsibilities

2.08 All data furnished by SBBC, or generated as a result of services performed under this Agreement, and other information designated by SBBC in writing, shall be treated as statistical information or other data, so long as SBBC's name and/or confidential data are adequately protected.

2.09 **GALLAGHER BASSETT** will not assume that other coverage (unknown to **GALLAGHER BASSETT**) exists for a qualified claim or loss. **GALLAGHER BASSETT** shall not be responsible for reporting to carriers on a type of claim or loss not managed by **GALLAGHER BASSETT**

2.10 To the extent, **GALLAGHER BASSETT** is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of SBBC, **GALLAGHER BASSETT** is authorized to collect, in the name of SBBC or in the name of **GALLAGHER BASSETT**, all funds due as a result of such recovery or subrogation activities. **GALLAGHER BASSETT** shall not be required to establish any trust accounts for the benefit of SBBC, but shall promptly and fully account for all funds so received

2.11 This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original copy

2.12 The costs for the above-mentioned services to be paid by SBBC to **GALLAGHER BASSETT** for the period of July 1, 2001 through July 1, 2006 are as follows:

FISCAL YEAR	COST OF SERVICE
2001-2002	\$1,960,000
2002-2003	\$2,077,600
2003-2004	\$2,202,256
2004-2005	\$2,312,369
2005-2006	\$2,427,987

These annual fees are on a non-auditable, flat-fee basis and shall be paid in equal monthly installments.

2.13 **GALLAGHER BASSETT** agrees to assist SBBC in establishing a banking arrangement for Loss and Expense Payments as set forth below:

GALLAGHER BASSETT will provide an on-line check issuance and banking communication system known as "APACS," which provides for automated payments and control. The account will be funded with Citibank to administer a SIMMS cash management program. Such case management program will deal directly with the funding program of SBBC's banking facility. **GALLAGHER BASSETT** will assist SBBC in establishing the initial imprest/opening balance of

the fund. The details of SBBC's program are set forth in a letter agreement between SBBC, Citibank N.A. and Arthur J. Gallagher & Co. (hereinafter referred to as the "Account Parameter Agreement"). In addition, GALLAGHER BASSETT will analyze the account from time to time and will submit advisory reports, including any excess or deficiencies to the imprest/opening balance. As a result of the advisories, SBBC agrees to fund any imprest increase within 30 days of notification. Changes to the frequency of funding and/or imprest/opening balance will require the execution of a new Account Parameter Agreement.

It is expressly understood that GALLAGHER BASSETT shall not be required to advance its own funds to pay any of SBBC's obligations.

In the event of cancellation or nonrenewal of this Agreement, SBBC agrees to fund Citibank in an amount sufficient to fund all of SBBC's outstanding obligations.

If, at any time, SBBC fails to provide adequate funding, GALLAGHER BASSETT shall issue "stop payment" orders on outstanding payments. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of SBBC and shall be billed to SBBC when known.

GALLAGHER BASSETT shall have the right to convert SBBC's program to either daily clearance or voucher upon reasonably acceptable notice.

2.14 GALLAGHER BASSETT agrees their maximum authority to settle claims without the approval of SBBC shall not exceed the sum of \$10,000.

GALLAGHER BASSETT shall 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, GALLAGHER BASSETT shall obtain written approval from the Director of the Risk Management Department and obtain additional approval from the School Board Attorney. These individuals are hereby given authority within their respective limits to approve settlement of any claim in excess of \$10,000 up to the limits of the SBBC self-insured retention and/or waive the SBBC's self-insured retention thereby allowing the excess insurance carrier to assume responsibility for claim settlement. Further, the aforementioned shall receive complete reports and recommendations regarding the case and shall have the option of requesting the participation and/or assignment of legal counsel to review. The decision of the Director of the Risk Management Department shall be final.

2.15 Indemnification.

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

2.16 Risk Control. With respect to any risk control consulting services, including any form of inspection service provided by **GALLAGHER BASSETT** to SBBC:

1. Such services shall be in the nature of advisory to the SBBC only and shall not be construed as imposing upon **GALLAGHER BASSETT** any duty to implement any recommendation made by **GALLAGHER BASSETT** or to otherwise ensure that any premises, equipment or other subject matter of a **GALLAGHER BASSETT** consulting service is safe or free from hazards or defects;

2. Such services shall be solely for the benefit of SBBC and shall not be construed as creating any duty to, or conferring any right to, any third party, including without limitation, any duty to warn any third party or the public at large;

3. If **GALLAGHER BASSETT** fails to complete the contracted Risk Control Consulting Services during the term of this Agreement due to the SBBC's failure to cooperate with **GALLAGHER BASSETT**'s service delivery objectives then **GALLAGHER BASSETT** will have an additional six (6) months in which to complete the contracted services. If SBBC fails to cooperate with **GALLAGHER BASSETT**'s service delivery objectives during such six (6) month period, then **GALLAGHER BASSETT**'s obligation to complete the contracted services will be deemed to be fulfilled and SBBC shall not be entitled to any refund for services not provided. If for any reason other than SBBC's lack of cooperation, **GALLAGHER BASSETT** fails to complete the contracted services during the term of the Agreement, then SBBC, at its discretion, may either receive a refund for that portion of the contracted services which were not completed or may extend the time for completion of the contracted services by a period of six (6) months.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any contract.

3.03 Non-Discrimination The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Termination This Agreement may be canceled by SBBC during the term hereof upon thirty (30) days written notice to GALLAGHER BASSETT of its desire to terminate this Agreement. This Agreement may only be cancelled by GALLAGHER BASSETT as outlined in the RFP.

3.05 Records Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.06 Entire 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.

3.07 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.

3.08 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.

3.09 Waiver The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 Governing Law This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, each party hereby expressly waives any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

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

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

3.14 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

3.15 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

3.16 Severability In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein

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

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

With a Copy to: ~~Mr. Jeffrey S. Moquin~~ *pm*
Director of Risk Management Department
The School Board of Broward County, Florida
Risk Management Department
1320 Southwest Fourth Street
Fort Lauderdale, Florida 33312

To: Mr. Robert Mason, Chief Financial Officer
Gallagher Bassett Services, Inc.
The Gallagher Centre
Two Pierce Place
Itasca, Illinois 60143-3141

With a Copy to: Ms. Katherine Brown-Mowers
Gallagher Bassett Services, Inc.
1175 Northeast 101 Street
Miami Shores, Florida 33138

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

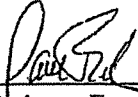
3.19 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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


FOR SBBC

(Corporate Seal)

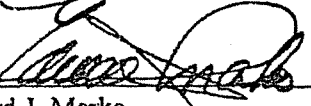
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By 
Paul D. Eichner, Esq., Chairperson

ATTEST:


Franklin L. Tilt, Jr., Superintendent of
Schools

Approved as to Form:


Edward J. Marko
School Board Attorney

FOR GALLAGHER BASSETT SERVICES, INC.

(Corporate Seal)

GALLAGHER BASSETT SERVICES, INC.

ATTEST:

By Robert Mason
Robert Mason, Chief Financial Officer

_____, Secretary

-or-
V.D. Rith
Witness
Kathy Lucitt
Witness

STATE OF ILLINOIS

COUNTY OF DUPAGE

The foregoing instrument was acknowledged before me this 3RD day of MAY, 2001 by Robert Mason, Chief Financial Officer, of Gallagher Bassett Services, Inc., on behalf of the corporation/agency. He is personally known to me or produced _____ as identification and did/did not first take an oath

Type of Identification

My Commission Expires: 3/21/03

Kathleen J. Ryan
Signature - Notary Public

KATHLEEN J. RYAN
Printed Name of Notary

(SEAL)



Notary's Commission No

ATTACHMENT H

Sample Contract

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

and

WHEREAS, SBBC issued a Request for Proposal identified as RFP 27-030V, Third Party Liability Claim Administration Services, dated _____ and amended by Addendum No _____ dated _____ (hereinafter referred to as "**RFP**") which is incorporated by reference herein for the purpose of receiving proposals for Third Party Liability Claim Administration Services, and

WHEREAS, _____ offered a proposal for Third Party Liability Claim Administration Services dated _____ (herein referred to as "**PROPOSAL**"), which is included by reference herein in response to the **RFP**, and

WHEREAS, _____ desires to provide to **SBBC** and **SBBC** desires to receive from _____ Third Party Liability Claim Administration Services as described in the **RFP**.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (00) 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 This Agreement is effective as of 12:01 _____ and will continue until 12:00 am _____. The term of the contract may, by mutual agreement by **SBBC** and _____, upon final School Board approval, be extended for two additional one- year periods, and if needed, 90 days beyond the expiration date of the final renewal period.

2.02 _____ agrees to provide Third Party Liability Claim Administration Services as identified in the **RFP**, as agreed upon in its **PROPOSAL** and as outlined as exhibit _____ to this Agreement.

2.03 _____ agrees their maximum authority to settle claims without the approval of SBBC shall not exceed the sum of \$10,000. _____ shall 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, _____ shall obtain written approval from the Director of the Risk Management Department and obtain additional approval from the School Board Attorney. These individuals are hereby given authority within their respective limits to approve settlement of any claim in excess of \$10,000 up to the limits of the SBBC self-insured retention and/or waive the SBBC's self-insured retention thereby allowing the excess insurance carrier to assume responsibility for claim settlement. Further, the aforementioned shall receive complete reports and recommendations regarding the case and shall have the option of requesting the participation and/or assignment of legal counsel to review. The decision of the Director of the Risk Management Department shall be final.

2.04 **Indemnification**

By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.

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

2.05 **Termination or Adverse Change** - Notwithstanding any provision in this Agreement to the contrary, _____ shall give written notice to SBBC at least one hundred twenty (120) days prior to cancellation, nonrenewal or restriction of _____'s contractual obligations. Notice by _____ to SBBC of intention to effect any such cancellation, nonrenewal or restriction shall thereby entitle SBBC to cancellation of the Agreement without penalty.

The written notice of any cancellation, nonrenewal or restriction of _____'s contractual obligation shall be delivered by certified mail to:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Mr. Jeffrey S. Moquin
Director, Risk Management
The School Board of Broward County, Florida
7770 West Oakland Park Blvd, Suite 206
Sunrise, FL 33351

This Agreement may be canceled at any time at the request of SBBC by written notice to _____ stating when thereafter cancellation is to be effective. In the event of termination of this Agreement for whatever reason, the earned fees shall be computed on a pro rata basis without penalty and _____ shall refund the excess of paid fees or other consideration to SBBC within thirty (30) days from the date of termination.

2.06 **Rerating** - Notwithstanding any provision in this Contract to the contrary, _____ shall give written notice to SBBC stating specifically the amount of change proposed, at least one hundred twenty (120) days prior to any increase in rates or other change in consideration. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this contract shall not constitute a valid notice.

The written notice of any increase in rates or other change in consideration shall be delivered by certified mail to:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Mr. Jeffrey S. Moquin
Director, Risk Management
The School Board of Broward County, Florida
7770 West Oakland Park Blvd, Suite 206
Sunrise, FL 33351

Notice by _____ of intent to effect any change in consideration shall thereby entitle the Board to cancellation of the Agreement without penalty.

2.07 **Sole Agent of Insured** - It is agreed that the Board shall be the Sole Agent with respect to payment, cancellation, and notice with respect to this Agreement. Any notice with respect to the foregoing shall be sent to:

Mr. Jeffrey S. Moquin
Director, Risk Management
The School Board of Broward County, Florida
7770 West Oakland Park Blvd, Suite 206
Sunrise, FL 33351

2.08 **Obligations Not Terminated by Agreement** - _____'s responsibility for services shall continue until six months after the termination of the Agreement (including any renewals, extensions or replacements thereof) for any claims resulting from accidents, incidents or events which occurred prior to termination of the Agreement. The amount set forth in exhibit ____ shall include the full consideration for such continuing obligations and no additional consideration shall be due for any such obligations which continue for the six months following the termination of the Agreement (including any renewals, extensions or replacements thereof).

2.09 **Access to Claims Files** - _____ agrees that SBBC shall have reasonable access to all claims files, including nurse case management notes, created as a result of the claims services to be provided by _____. For the purpose of this provision, reasonable access shall include making available, upon receipt of five (5) business days advance written notice, all claim files, for review by SBBC or their designee at the claims office providing services on the files.

2.10 **Ownership of Claim Files** - SBBC shall have all right, title, interest and ownership to all loss statistics and claim files created as a result of the services to be provided by _____. Further, at the sole option of the Board and upon ten (10) days written notice, _____ shall return such files to the Board.

At the termination of this contract, _____ shall provide SBBC with computer tapes or other computer media containing all of the claim data. Such data shall be made available in a format generally importable into a commonly recognized database for loss statistics.

2.11 **Audit of Files and Procedures** - At the sole option of SBBC, _____ shall submit to an audit by or on behalf of SBBC, of _____'s files and procedures as they relate to SBBC.

_____ and Sub-Contractor's records shall include, but not be limited to accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by _____ or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by _____ pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

SBBC's agent or its authorized representative shall have access to the _____ facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agents or its authorized representative shall give audited firm reasonable advance notice of intended audits.

_____ shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, _____ will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

If an audit or examination in accordance with this article, discloses over payments (of any nature) to the _____ by SBBC in excess of ten (10%) of the total payments, the actual cost of SBBC's audit shall be paid by _____ as well as the over payments by SBBC.

2.12 **Electronic Claim Files** - _____ shall maintain, at no additional cost to SBBC, claim file data, including but not limited to all adjuster notes, supervisory notes, nurse notes, diary items, payment records, and medical bills in an electronic manner with internet based access available to SBBC.

2.13 **Disclosure** - _____ agrees to provide to SBBC full disclosure of all payments and fees relating to the services provided for SBBC.

2.14 **Rebates/Overrides** - _____ agrees to remit to SBBC all rebates, overrides or other similar financial consideration received by _____ relating to the services provided for SBBC.

2.15 **Performance Standards** - Performance Standards are included as Exhibit _____ to this Agreement.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section II 9 07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.05 **Entire 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.

3.06 **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.

3.07 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise 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.

3.08 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.10 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, each party hereby expressly waives any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

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

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

3.13 **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.

3.14 **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.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

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

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

With a Copy to: Mr. Jeffrey S. Moquin, Director, Risk Management
The School Board of Broward County, Florida
7770 West Oakland Park Blvd, Suite 206
Sunrise, FL 33351

To:

With a Copy to:

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

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute i-his 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.

3.19 **Insurance** _____ shall, at its own expense, procure and maintain during the term of this Agreement, with insurers acceptable to SBBC, the types and amounts of insurance conforming to the minimum requirements set forth herein. An appropriate certificate of insurance shall be satisfactory evidence of insurance. Certificate of insurance must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. SBBC shall be named as an additional insured under the General Liability policy. During the term of this Agreement, _____ shall provide SBBC with renewal or replacement evidence of insurance at least thirty days prior to the expiration or termination of such insurance.

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- E. Employee Dishonesty Insurance covering _____ and SBBC against loss caused by dishonesty or employees of _____ including coverage for Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud with limits of not less than \$5,000,000.

Exhibit A - SAMPLE -
Scope of Services

ADMINISTRATIVE SERVICES - The awardee shall:

Prepare (with SBBC's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.

Prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal) including Form 1099.

Prepare, maintain, and file statistical or other records and reports as required by SBBC's excess insurers.

Prepare, maintain, and file statistical information required by Rating Bureaus or appropriate state agencies. Comply fully with all rules, regulations, guidelines or procedures established by SBBC and the State of Florida.

CLAIMS SERVICES - The awardee shall:

Establish reporting procedures which are compatible with the needs and organizational structure of SBBC.

Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon.

Be available on a 24 hour basis, and provide immediate response to claims investigation requests through use of email or cellular telephones.

Have the ability to provide full service to English, Spanish, and Haitian-Creole speaking individuals.

Maintain a local service office for SBBC claims administration services located in Palm Beach, Broward or Miami-Dade County with service personnel available from 8:00 a.m. to 5:30 p.m.

Provide customer service lines with a 754/954 area code for employees, as well as a toll-free line for employees residing outside the 754/954 area code. Within the schools themselves, employees do not have access to dial a 1-800 number, the number must be a 754/954 number.

Prepare and follow a work plan that has been approved by SBBC in the handling of SBBC's claims.

Prepare and follow a work plan that has been approved by SBBC in the handling of SBBC's catastrophe claims. The work plan shall clearly identify what would be considered a catastrophe claim.

Receive and examine on behalf of SBBC all reports of third party claims including claims by an employee of one Insured against another Insured.

Report claims to SBBC's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the report to SBBC. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

Within 24 hours after notification of a serious (one requiring more than first aid) third party bodily injury claim, contact the claimant by telephone or in person. Within two working days after notification of any other third party claim, contact the claimant by telephone or in person.

Subject to the exercise of professional judgment, accept and settle or deny all third party claims on behalf of SBBC. When it appears that the claim is questionable or contested or the final value of any claim will exceed a discretionary limit of \$10,000, SBBC shall be notified and the final decision for settlement shall rest with SBBC or its designee. Any settlement is to include preparation and actuation of all necessary compromise and release agreements.

Exhibit A - SAMPLE -

Conduct such investigation as in the exercise of professional judgment would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

Select and employ, on behalf of SBBC, outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If, for any reason, SBBC does not accept a professional selected by the proposer, the proposer shall select a different professional acceptable to SBBC. It shall be the responsibility of the proposer to provide all possible discovery. The work assigned to any attorney should be only that for which their professional expertise is required. Review all bills for such services for reasonableness and conformity to any pre-established rates or fees.

SBBC will be involved in the selection process for such outside professionals and will be involved in establishing effective utilization decision making criteria.

Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules and regulations.

Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing SBBC shall provide a written report to SBBC within ten working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide an oral report to SBBC within ten working days after the hearing, deposition, mediation or other proceeding.

Pay in a timely fashion all claims and expenses pertaining to SBBC claims.

At the request of SBBC, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to SBBC's Director, Risk Management Department.

Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of SBBC. Services for Automobile Liability shall include the pursuit of subrogation on behalf of SBBC for Automobile Physical Damage losses.

Periodically as appropriate, but at least every six months, review all open cases in order to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to SBBC within ten working days after the end of the period for which the report is being made.

The supervising adjuster shall meet with SBBC's Director, Risk Management, or the designee thereof, to consult with and refer all questionable or contested cases and those with an estimated value in excess of \$5,000.

In addition to third party liability claim administration services, SBBC desires the awardee to be able to provide assistance with adjustment of property insurance claims. It is anticipated that this service will be used for non-catastrophic type circumstances.

LOSS STATISTICS SERVICES - The awardee shall provide SBBC with the ability to access comprehensive on-line claim information data, including reporting capabilities, at no additional cost to SBBC. The awardee shall provide SBBC with regular monthly reports, as agreed upon by the parties, in such a format as is acceptable to SBBC. The on-line claim security shall permit on-line input of accident reports by SBBC.

ATTACHMENT I

Reference Form

REFERENCE FORM

Name & address of account: _____

Principal contact: _____
Telephone No.: _____
Email: _____

Year proposer retained by account: _____

Date services last performed
for account: _____

Estimated # Active Employees & Students: _____

Description of services provided:
(include information regarding the
average claim costs and percent of
files litigated) _____

Additional Comments: _____

Identify members of Designated Project Team having primary responsibility for the design, placement,
implementation, and servicing of the above account:

Name	Responsibility
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT J

Statement of “No” Response

ATTACHMENT J, STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Supply Management and Logistics Department, Suite 323
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

✓	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2006, 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 "JECO"),
whose principal place of business is
6015 Resource Lane
Bradenton, Florida 34202

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 27-030V Third Party Liability Claim Management Services, dated March 8, 2006 and amended by Addendum Number 1, dated March 24, 2006, and Addendum Number 2, dated March 28, 2006 (hereafter collectively referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Third Party Liability Claim Management Services; and

WHEREAS, JECO offered a proposal dated April 12, 2006 (herein referred to as "Proposal") which is incorporated by reference herein, in response to RFP, and;

WHEREAS, JECO desires to provide to SBBC and SBBC desires to receive from JECO third party liability claim management services for SBBC described in the RFP.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on July 1, 2006 and conclude on June 30, 2011, unless terminated earlier pursuant to Section 3.04 of this Agreement. The term of the contract may, by mutual agreement by SBBC and JECO, upon final School Board approval, be extended for three additional one-year periods, and if needed, 90 days beyond the expiration date of the final renewal period.

2.02 **Service Fees.** The service fees to be paid by SBBC for the period July 1, 2006 through June 30, 2011 shall be:

July 1, 2006	–	June 30, 2007	\$ 738,430.00
July 1, 2007	–	June 30, 2008	\$ 814,155.00
July 1, 2008	–	June 30, 2009	\$ 896,138.00
July 1, 2009	–	June 30, 2010	\$ 987,301.00
July 1, 2010	–	June 30, 2011	\$1,086,911.00

The annual service fees shall be paid in equal monthly payments at the conclusion of each month.

2.03. **Program Services.** JECO agrees to provide all Third Party Liability Claim Management Services specified in the RFP and its Proposal.

2.04. **Field Services.** JECO agrees to have field staff respond to incidents occurring on SBBC premises when appropriate for the purposes of initiating an investigation. Further JECO agrees the response will be in timely manner once reported by SBBC and the cost for these services are included in the service fees outlined in Section 2.02 of this Agreement.

2.05. **Property Claims.** JECO agrees to include full claims management services for ten (10) property claims per year and the costs for these services are included in the service fees outlined in Section 2.02 of this Agreement.

2.06. **Settlement Authority.** JECO agrees their maximum authority to settle claims without the approval of SBBC shall not exceed the sum of \$10,000. JECO shall 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, JECO shall obtain written approval from the Director of the Risk Management Department and obtain additional approval from the School Board Attorney. These individuals are hereby given authority within their respective limits to approve settlement of any claim in excess of \$10,000 up to the limits SBBC self-insured retention and/or waive the SBBC's self-insured retention thereby allowing the excess insurance carrier to assume responsibility for claim settlement. Further, the aforementioned shall receive complete reports and recommendations regarding the case and shall have the option of requesting the participation and/or assignment of legal counsel to review. The decision of the Director of the Risk Management Department shall be final.

2.07 **Banking Arrangement.** JECO agrees to assist SBBC in establishing a banking arrangement for Loss and Expense Payments. SBBC has the sole obligation and responsibility for funding the appropriate Loss and Expense Payments; however, all bank charges, if any, shall be incurred by and paid for by JECO. Additionally, all interest earned, if any, shall be the property of SBBC. It is expressly understood that JECO shall not be required to advance its own funds to pay any of SBBC's obligations. In the event of cancellation or nonrenewal of this Agreement, SBBC agrees to fund all of SBBC's outstanding Loss and Expense Payment obligations.

2.08 **Performance Standards.** JECO agrees to the performance standards delineated in the RFP.

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

- First: This Agreement
- Second: Addendum Number Two (dated March 28, 2006) to the RFP;
- Third: Addendum Number One (dated March 24, 2006) to the RFP;
- Fourth: RFP 27-030V "Third Party Liability Claim Management Services";
- Fifth: The Proposal submitted in response to the RFP by JECO

2.10 **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By JECO: JECO 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 JECO, its agents, servants or employees; the equipment of JECO, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of JECO or the negligence of JECO 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 JECO, SBBC or otherwise.

2.11 **Background Screening.** JECO agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that JECO 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 JECO or its personnel providing any services under the conditions described in the previous sentence. JECO will 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 JECO and its personnel. The Parties agree that the failure of JECO 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. JECO agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in JECO's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire 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.

3.07 **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.

3.08 **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.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

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

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

With a Copy to: The Director of Risk Management
The School Board of Broward County, Florida
7770 West Oakland Park Blvd, Suite 206
Sunrise, FL 33351

To JECO: Vice President, Special Accounts Services
Johns Eastern Company, Inc.
Office Box 3318
Sarasota, FL 34230

With a Copy to: Executive Vice President
Johns Eastern Company, Inc.
Office Box 4175
Sarasota, FL 34230

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

3.19 **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.

3.20 **Excess Funds.** With respect to payments made to JECO by SBBC pursuant to section 2.02 of this Agreement, JECO agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

FOR SBBC

(Corporate Seal)

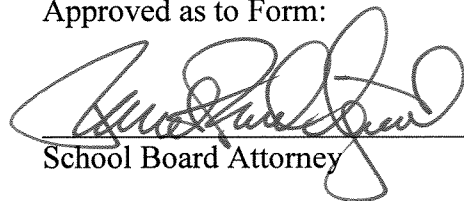
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:



School Board Attorney

FOR JECO

(Corporate Seal)

JOHNS EASTERN COMPANY, INC.

ATTEST:

, Secretary

By Beverly Adkins
Beverly Adkins, Vice President, Special Accounts Services

-or-

Joanne Beel
Witness
Misty Bontelle
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 Sarasota

The foregoing instrument was acknowledged before me this 17th day of May, 2006 by Beverly Adkins of Johns Eastern Co.
Name of Person
Name of Corporation or Agency, 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:

Laura K. Lowe
Signature – Notary Public

Laura K Lowe
Printed Name of Notary

DD435852
Notary's Commission No.

