

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>06/06/06</b>	<b>Open Agenda</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Time Certain Request</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Agenda Item Number <b>EE-1</b>

TITLE:	<b>Bid/RFP And Other Financial Recommendations \$500,000 Or Greater</b>										
REQUESTED ACTION:	It is recommended that the School Board approve the Bid/RFP recommendations as stated on the attached award recommendation for each Bid/RFP listed below.										
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;"><u>BID/RFP</u></td><td style="width: 30%;"><u>TITLE</u></td><td style="width: 25%;"><u>LOCATION</u></td><td style="width: 15%;"><u>AMOUNT</u></td><td style="width: 15%;"><u>M/WBE VENDOR(S)</u></td></tr><tr><td>RFP 27-030V</td><td>Third Party Liability Claim Management Contract period: July 1, 2006 through June 30, 2011</td><td>Risk Management Department</td><td>\$5,000,000</td><td></td></tr></table>	<u>BID/RFP</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>AMOUNT</u>	<u>M/WBE VENDOR(S)</u>	RFP 27-030V	Third Party Liability Claim Management Contract period: July 1, 2006 through June 30, 2011	Risk Management Department	\$5,000,000		
<u>BID/RFP</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>AMOUNT</u>	<u>M/WBE VENDOR(S)</u>							
RFP 27-030V	Third Party Liability Claim Management Contract period: July 1, 2006 through June 30, 2011	Risk Management Department	\$5,000,000								
Page 1 of 2 Pages											

SUMMARY EXPLANATION AND BACKGROUND:	Board approval of these Bid/RFP recommendations does not mean that the amounts shown will be spent. These amounts represent the spending authority recommended from available funds already included in various school/department/center budgets.
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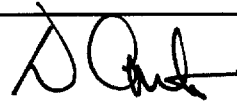
SCHOOL BOARD GOALS:	<ul style="list-style-type: none"><li>•Goal One: All students will achieve at their highest potential.</li><li>•Goal Two: All schools will have equitable resources.</li><li>✓ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.</li><li>•Goal Four: All stakeholders will work together to build a better school system.</li></ul>
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FINANCIAL IMPACT:	The financial impact of each Bid/RFP Recommendation is indicated on its respective exhibit.
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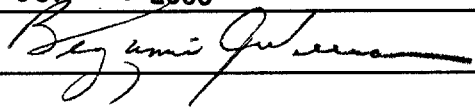
EXHIBITS: (List)	1. The financial impact of each Bid/RFP Recommendation is indicated on its respective exhibit.
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BOARD ACTION:  <div style="text-align: center; font-size: 1.2em; font-weight: bold;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION:  Donnie Carter <span style="float: right;">754-321-2610</span> <small>Name Phone</small>
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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Donnie Carter, Deputy Superintendent, Operations**



Approved in Open Board Meeting on: JUN 6 2006

By:  School Board Chair

June 6, 2006

Page 2 of 2 Pages

Agenda Item EE-1

Bid/RFP And Other Financial Recommendations \$500,000 Or Greater

<u>BID/RFP</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>AMOUNT</u>	<u>M/WBE VENDOR(S)</u>
RFP 27-033V	Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages Contract period: July 1, 2006 through June 30, 2011	Risk Management Department	\$10,000,000	

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</u> <u>TERM CONTRACT</u>	Notified: <u>401</u> Downloaded: <u>34</u>
	RFP Rec'd: <u>6</u> No Bids: <u>0</u>
For: <u>RISK MANAGEMENT DEPARTMENT</u> (School/Department)	RFP Opening: <u>APRIL 12, 2006</u>
Fund: <u>AUTO AND GENERAL LIABILITY FUND</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	RFP TITLE
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**27-030V** **OPEN D**

**4/12/2006**

**BUYER**

**CAROL E. BARKER**

[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

<b>Third Party Liability Claim Management Services RFP 27-030V</b>	<b>Max Points</b>	<b>Eric Chisem</b>	<b>Nell Johnson</b>	<b>Jeffrey Moquin</b>	<b>Jane Turner</b>	<b>Ronald Weintraub</b>	<b>Average Score</b>
<b>Section A: Experience and Qualifications</b>	<b>30</b>						
Brown and Brown Ins. Preferred Governmental Claims 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
<b>Section B: Scope of Services</b>	<b>30</b>						
Brown and Brown Ins. Preferred Governmental Claims 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
<b>Section C1: Minority/Women Business Enterprise (Participation)</b>	<b>6</b>						
Brown and Brown Ins. Preferred Governmental Claims 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
<b>Section C2: Minority/Women Business Enterprise (Diversity)</b>	<b>2</b>						
Brown and Brown Ins. Preferred Governmental Claims 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
<b>Section C3: Minority/Women Business Enterprise (Outreach Programs)</b>	<b>2</b>						
Brown and Brown Ins. Preferred Governmental Claims 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**

<b>Third Party Liability Claim Management Services RFP 27-030V</b>	<b>Max Points</b>	<b>Eric Chisem</b>	<b>Neil Johnson</b>	<b>Jeffrey Moquin</b>	<b>Jane Turner</b>	<b>Ronald Weintraub</b>	<b>Average Score</b>
<b>Section D: Cost of Services</b>	<b>30</b>						
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	
<b>TOTAL SCORE</b>	<b>100</b>						
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

**ROBERT N. WAREMBURG, CPPO**  
*Director, Supply Management & Logistics*  
[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

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ROBERT D. PARKS, Ed.D.  
MARTY RUBINSTEIN  
  
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 1<sup>st</sup> 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.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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**ROBERT N. WAREMBURG, CPPO**  
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ROBERT D. PARKS, Ed.D.  
MARTY RUBINSTEIN  
  
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.





# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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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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3.0 Calendar .....	4
4.0 Information to be Included in the Submitted Proposals .....	5
(Sections 4.3.2, 4.3.3 and 4.3.4 (pages 7-13) Also available in Word through Demandstar)	
5.0 Evaluation of Proposals .....	14
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7.0 General Conditions .....	18

Attachment A - Questionnaire (Also available in Word through Demandstar)

Attachment B – Historic Claim Counts

Attachment C – Performance Standards

Attachment D – Cost of Services (Also available in Word through Demandstar)

Attachment E –

E1 - M/WBE Utilization Report

E2 - Employment Diversity Statistics

E3 - Attachment C - M/WBE Participation

Attachment F – Disclosure of Potential Conflicts of Interest

Attachment G - Current Contract (Agreements)

Attachment H – Sample Contract

Attachment I – Reference Form

Attachment J – Statement of “No” Response

**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:**

<b>Services Requested</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But with Deviations</b>	<b>No, Cannot Comply</b>
<b><u>Obligations Not Terminated by Contract Period</u></b> 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.			
<b><u>Access to Claim Files</u></b> 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
<u>Ownership of Claim Files</u> 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.  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.			
<u>Audit of Files and Procedures</u> 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.			
<u>Electronic Claim Files</u> 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.			
<u>ADMINISTRATIVE SERVICES</u> - 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.			
<u>CLAIMS SERVICES</u> - 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
<b>CLAIMS SERVICES (Continued)</b>			
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
<b>CLAIMS SERVICES (Continued)</b>			
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.			
<b>LOSS STATISTICS SERVICES</b> - 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**

<b>Requested Cost of Service Terms</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But with Deviations</b>	<b>No, Cannot Comply</b>
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**

<b>Requested Cost of Service Terms</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But with Deviations</b>	<b>No, Cannot Comply</b>
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**

<b>Requested Cost of Service Terms</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But with Deviations</b>	<b>No, Cannot Comply</b>
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):**

<b>4.3.4 M/WBE Information (10 points):</b>	
<b>4.3.4.1 Participation</b>	<p>Is your firm a certified Minority/Women Business Enterprise (M/WBE) by SBBC?</p> <p>If yes, provide certification number: _____</p> <p>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.</p> <p>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).</p>
	<p>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.</p>
	<p>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.</p>
	<p><b>Note:</b> 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.</p>
<b>4.3.4.2 Diversity</b>	<p>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:</p> <p>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). <b>Note: Personnel should be employees of the proposing company.</b></p> <p>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.).</p>
<b>4.3.4.3 Community Outreach</b>	<p>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.</p>



## **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:

<b><u>CATEGORY</u></b>	<b><u>MAXIMUM POINTS</u></b>
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
<b>TOTAL</b>	<b>100</b>

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 thereof 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](http://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](http://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](http://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](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](http://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**

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

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

RS071R01 03-Jan-2006 15:32  
PAGE 1

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

TOTAL PAYMENTS	1446639.05	LESS LOSSES EXCESS OF SPECIFIC RETENTION	.00
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	.00	TOTAL AGGREGATE EXPERIENCE	4969429.34
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	1446639.05		

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** AMOUNT	*** RECOVERIES NUMBER	*** AMOUNT	** ADJUSTMENTS NUMBER	** AMOUNT	NET PAYMENT ACTIVITY
361	6	331	691	82	893851.12	1658	393190.58	8	7260.28	5	1271.75	387202.05
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS												

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

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 8384.28

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

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

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PYRAMID LEVEL : SCHOOL BOARD  
PYRAMID UNIT :  
LOSS PROGRAM : ALL LOSS PROGRAMS  
ACCIDENT PERIOD : 04 01Jul2004 TO 01Jul2005  
MONTH NUMBER : 018  
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 LOSSES EXCESS OF SPECIFIC RETENTION	.00
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	.00	TOTAL AGGREGATE EXPERIENCE	17571769.05
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	9752103.85	TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE	82277.81

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
4	0	198	241	49	129420.48	1258	439812.06	422761.33
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS								

PYRAMID LEVEL : SCHOOL BOARD  
 PYRAMID UNIT :  
 LOSS PROGRAM : ALL LOSS PROGRAMS  
 ACCIDENT PERIOD : 03 01Jul2003 TO 01Jul2004  
 MONTH NUMBER : 030  
 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	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	499831.51
GB GENERAL LIAB BODILY INJURY	960	43	1003	316274.13	182000.11	767110.01	434859.97	1700254.22
GD GENERAL LIAB PROP DAMAGE	50	0	50	24876.94	99.25	0.00	0.00	24976.19
PI PERSONAL INJURY	1	3	4	0.00	0.00	115000.00	0.00	115000.00
RB ALL RISK BUILDINGS	10	0	10	23555.40	6.60	0.00	0.00	23562.00
RC ALL RISK CONTENTS	5	0	5	21220.56	0.00	0.00	0.00	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	0.00	0.00	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							21409874.72
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	.00							
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	14667550.74							
LESS LOSSES EXCESS OF SPECIFIC RETENTION								.00
TOTAL AGGREGATE EXPERIENCE								
TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE								148216.47

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	60	69	16	17591.56-	464	269535.13	
						21	5429.04	
						1	420.00-	263686.09

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

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PYRAMID LEVEL      : SCHOOL BOARD
PYRAMID UNIT       :
LOSS PROGRAM        : ALL LOSS PROGRAMS
ACCIDENT PERIOD:    02 01JUL2002 TO 01JUL2003
MONTH NUMBER        : 042
REPORT DESCR        : SUMMARY OF TOTAL EXPERIENCE AND TOTAL CLAIMS BY CLAIM PERIOD AND COVERAGE SUMMARY OF CURRENT MONTHS ACTIVITY ALSO
                     : INCLUDED.

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COVERAGE DESCRIPTION	CLOSED CLAIMS	OPEN CLAIMS	TOTAL CLAIMS	NET LOSS PAYMENTS	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AD AUTO BODILY INJURY	79	3	82	34683.00	88543.67	202500.00	49589.18	645315.85
AD AUTO LIAB PROP DAMAGE	140	0	140	228896.57	4175.78	.00	.00	233072.35
AP AUTO PHYSICAL DAMAGE	143	0	143	10775.93	124.80	.00	.00	10900.73
EB EMPLOYEE BENEFIT LIABILITY	1	0	1	.00	6961.43	.00	.00	6961.43
EO ERRORS & OMISSIONS	28	2	30	130162.00	143790.51	17025.79	11985.79	302963.30
GB GENERAL LIAB BODILY INJURY	305	24	329	352748.30	384570.46	598000.00	360267.46	1695586.22
GD GENERAL LIAB PROP DAMAGE	45	0	45	21754.92	144.00	.00	.00	21898.92
PI PERSONAL INJURY	6	3	9	.00	36021.92	180000.00	32157.49	248179.41
RB ALL RISK BUILDINGS	7	1	8	.00	.00	10000.00	.00	10000.00
RC ALL RISK CONTENTS	6	0	6	6510.73	.00	.00	.00	6510.73
WC WORKERS COMPENSATION	3602	93	3695	11258322.43	1571223.57	4169516.52	549909.97	17548972.49
* MEDICAL ONLY	2686*	0*	2686*	561326.91 *	1083.00 *	.00 *	.00 *	562409.91 *
* INDemnITY	916*	93*	1009*	10696995.52 *	1570140.57 *	4169516.52 *	549909.97 *	16986562.58 *
WE EMPLOYERS LIABILITY	1	6	7	.00	136428.83	110000.00	120726.39	367155.22
T O T A L S	4363	132	4495	12313853.88	2371984.97	5287041.52	1124636.28	21097516.65

AGGREGATE EXCESS SUMMARY	
-----	
TOTAL PAYMENTS	14685838.85
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	.00
	=====
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	14685838.85
	LESS LOSSES EXCESS OF SPECIFIC RETENTION
	50000.00
	TOTAL AGGREGATE EXPERIENCE
	21047516.65

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE												158369.98
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005												
NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE TOTAL EXPERIENCE	*** NUMBER	PAYMENTS AMOUNT	*** NUMBER	RECOVERIES AMOUNT	** NUMBER	ADJUSTMENTS AMOUNT	NET PAYMENT ACTIVITY
2	0	109	113	6	123716.51	243	120486.41	14	3957.56	2	.00	116528.85
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 Jul2001 TO 01 Jul2002  
 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	193297.86	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*	483229.16	242.40	.00	.00	483241.56
* 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
T O T A L S	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								

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE												331612.66
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	AMOUNT	NUMBER	AMOUNT	ACTIVITY
1	0	19	18	5	93532.40	133	123512.02	5	312.09	2	.00	123199.93
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS												

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 331612.66

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

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

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PYRAMID LEVEL : SCHOOL BOARD  
PYRAMID UNIT :  
LOSS PROGRAM : ALL LOSS PROGRAMS  
ACCIDENT PERIOD: 00 01Jul2000 TO 01Jul2001  
MONTH NUMBER : 066  
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	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	299217.45	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	2321.76	.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	16286139.34
	* MEDICAL ONLY	1244*	0*	1244*	467774.35	2601.73	.00	.00	470376.08
	* INDENNITY	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
T O T A L S		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 PAYMENTS		TOTAL AGGREGATE EXPERIENCE		20104949.22
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS				.00
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS				16984396.53

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005		TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE		178960.50
NUMBER	NUMBER	RESERVE	NET CHANGE IN	*** PAYMENTS ***
OPENED	VOIDED	REOPND	CLOSED	CHANGES
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



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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	44863.50	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
T O T A L S	2730	45	2775	15201371.33	2722513.85	2277461.56	349849.85	20551196.59

AGGREGATE EXCESS SUMMARY								
TOTAL PAYMENTS			17923885.18					659789.00
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS			262905.41					19891407.59
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS			17660979.77					
LESS LOSSES EXCESS OF SPECIFIC RETENTION								
TOTAL AGGREGATE EXPERIENCE								
TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE								184919.02

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE													1083137.00			
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005																
NUMBER	NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	***	PAYMENTS	***	***	RECOVERIES	***	**	ADJUSTMENTS	**	NET PAYMENT	ACTIVITY
OPENED	VOIDED	REOPND	CLOSED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	
0	0	16	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																

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	22248972.20
WE EMPLOYERS LIABILITY	1	0	1	.00	36411.07	.00	.00	36411.07
T O T A L S	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 PAYMENTS	20362312.08	TOTAL AGGREGATE EXPERIENCE	23863442.19
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	NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	***	PAYMENTS	***	RECOVERIES	***	ADJUSTMENTS	**	NET PAYMENT
OPENED	VOIDED	REOPND	CLOSED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	NUMBER	AMOUNT-	NUMBER	AMOUNT	ACTIVITY	
0	0	5	8	2	40394.08-	112	172743.19	9	1351.90	2	.00	171391.29	
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS													

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 294710.85

010002 SCHOOL BOARD OF BROWARD COUNTY,  
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PYRAMID LEVEL : SCHOOL BOARD  
LOSS PROGRAM : ALL LOSS PROGRAMS  
ACCIDENT PERIOD : 97 01Jul1997 TO 01Jul1998  
MONTH NUMBER : 102  
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	85	0	85	403047.54	137075.56	.00	.00	540123.10
AD AUTO LIAB PROP DAMAGE	126	0	126	180400.70	2249.55	.00	.00	182650.25
AP AUTO PHYSICAL DAMAGE	162	0	162	953.15	3768.10	.00	.00	4721.25
EO ERRORS & OMISSIONS	14	0	14	86000.00	57799.49	.00	.00	143799.49
GB GENERAL LIAB BODILY INJURY	294	0	294	1180276.06	509181.58	.00	.00	1689457.64
GD GENERAL LIAB PROP DAMAGE	90	0	90	15401.87	166.40	.00	.00	15568.27
PA PRODUCTS LIAB BODILY INJURY	1	0	1	.00	.00	.00	.00	.00
PI PERSONAL INJURY	5	0	5	187500.00	45311.20	.00	.00	232811.20
RB ALL RISK BUILDINGS	15	0	15	21500.73	7663.86	.00	.00	29164.59
RC ALL RISK CONTENTS	6	0	6	60390.37	.00	.00	.00	60390.37
WC WORKERS COMPENSATION	2293	20	2313	14167815.66	1441001.49	916490.80	97308.10	16622616.05
* MEDICAL ONLY	1470*	0*	1470*	495969.07 *	697.82 *	.00 *	.00 *	496666.89 *
* INDEMNITY	823*	20*	843*	13671846.59 *	1440303.67 *	916490.80 *	97308.10 *	16125949.16 *
T O T A L S	3091	20	3111	16303286.08	2204217.23	916490.80	97308.10	19521302.21

AGGREGATE EXCESS SUMMARY

TOTAL PAYMENTS	18507503.31	TOTAL AGGREGATE EXPERIENCE	19316826.17
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	65840.04	LESS LOSSES EXCESS OF SPECIFIC RETENTION	204476.04
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	18441663.27	TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE	211268.27

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER OPENED	NUMBER VOIDED	NUMBER REOPND	NUMBER CLOSED	RESERVE CHANGES	NET CHANGE TOTAL EXPERIENCE	*** PAYMENTS NUMBER	*** RECOVERIES NUMBER	*** ADJUSTMENTS NUMBER	** ACTIVITY	NET PAYMENT
0	0	6	7	1	19761.92-	42	13859.36	3	25507.96	0
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS										11648.60-

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

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

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PYRAMID LEVEL : SCHOOL BOARD  
PYRAMID UNIT :  
LOSS PROGRAM : ALL LOSS PROGRAMS  
ACCIDENT PERIOD : 96 01Jul1996 TO 01Jul1997  
MONTH NUMBER : 114  
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	106	0	106	2711668.68	213845.28	.00	.00	2925513.96
AD AUTO LIAB PROP DAMAGE	127	0	127	179187.96	3876.83	.00	.00	183064.79
AP AUTO PHYSICAL DAMAGE	32	0	32	1042.74	1042.74	.00	.00	1042.74
EO ERRORS & OMISSIONS	6	0	6	54900.00	59954.04	.00	.00	114854.04
GB GENERAL LIAB BODILY INJURY	330	0	330	1245817.90	364006.22	.00	.00	1609824.12
GD GENERAL LIAB PROP DAMAGE	278	0	278	59865.30	573.50	.00	.00	60438.80
PI PERSONAL INJURY	38	0	38	799700.00	361722.60	.00	.00	1161422.60
RB ALL RISK BUILDINGS	2	0	2	95396.20	.00	.00	.00	95396.20
RC ALL RISK CONTENTS	4	0	4	852.24	.00	.00	.00	852.24
WC WORKERS COMPENSATION	2925	20	2945	12187563.34	1195048.31	1338868.90	94941.47	14816422.02
* MEDICAL ONLY	2090*	0*	2090*	443764.32	88.65	.00	.00	443852.97
* INDIGNITY	835*	20*	855*	11743799.02	1194959.66	1338868.90	94941.47	14372569.05
WE EMPLOYERS LIABILITY	1	1	2	.00	24354.38	25000.00	14009.63	63364.01
T O T A L S	3849	21	3870	17334951.62	2224423.90	1363868.90	108951.10	21032195.52

AGGREGATE EXCESS SUMMARY

TOTAL PAYMENTS 19559375.52  
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS 1349402.92  
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 18209972.60

LESS LOSSES EXCESS OF SPECIFIC RETENTION 1780438.92

TOTAL AGGREGATE EXPERIENCE 19251756.60

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				
0	0	6	8	2	158671.75-	19	6603.24	5	184809.35	0	.00	178206.11-

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

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 417004.59

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FLORIDA/RISK MGMT

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PYRAMID LEVEL : SCHOOL BOARD  
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

TOTAL PAYMENTS 22258105.66  
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS 1784244.74  
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 20473860.92

LESS LOSSES EXCESS OF SPECIFIC RETENTION 3767634.74  
TOTAL AGGREGATE EXPERIENCE 22222918.39

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	RECOVERIES AMOUNT	*** NUMBER	ADJUSTMENTS AMOUNT	** NUMBER	ADJUSTMENTS AMOUNT	NET PAYMENT ACTIVITY
0	0	4	6	1	5062.89	51	15956.37	4	1392.84	0				14563.53
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS														

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

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 399031.84

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	NET EXPENSE PAYMENTS	LOSS RESERVE	EXPENSE RESERVE	TOTAL EXPERIENCE
AB AUTO LIAB BODILY INJURY	79	0	79	1092851.18	155410.05	.00	.00	1248261.23
AD AUTO LIAB PROP DAMAGE	121	0	121	95446.00	4376.57	.00	.00	99822.57
AM AUTO MEDICAL PAYMENTS	19	0	19	14011.60	4.00	.00	.00	14015.60
AN AUTO NO FAULT	1	0	1	.00	.00	.00	.00	.00
AP AUTO PHYSICAL DAMAGE	41	0	41	19394.99	631.04	.00	.00	20026.03
BL BAILLEES LIABILITY	2	0	2	688.73	.00	.00	.00	688.73
EO ERRORS & OMISSIONS	21	0	21	50500.00	287661.78	.00	.00	338161.78
GB GENERAL LIAB BODILY INJURY	417	0	417	1108924.61	507876.34	.00	.00	1616800.95
GD GENERAL LIAB PROP DAMAGE	125	0	125	24421.85	778.30	.00	.00	25200.15
PI PERSONAL INJURY	16	0	16	442899.52	212060.41	.00	.00	654959.93
RB ALL RISK BUILDINGS	10	0	10	154753.72	49267.52	.00	.00	204021.24
RC ALL RISK CONTENTS	5	0	5	36050.00	.00	.00	.00	36050.00
WC WORKERS COMPENSATION	2466	12	2478	11223696.76	1247843.12	2288989.28	51506.30	14812035.46
* MEDICAL ONLY	1672*	0*	1672*	455132.39	27.97	.00	.00	455160.36
* INDEMNITY	794*	12*	806*	10768564.37	1247815.15	2288989.28	51506.30	14356875.10
WE EMPLOYERS LIABILITY	1	1	2	.00	107022.04	30000.00	11813.81	148835.85
TOTALS	3324	13	3337	14263638.96	2572931.17	2318989.28	63320.11	19218879.52

AGGREGATE EXCESS SUMMARY				LESS LOSSES EXCESS OF SPECIFIC RETENTION	2598568.32
TOTAL PAYMENTS			16836570.13		
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS			871718.90	TOTAL AGGREGATE EXPERIENCE	16620311.20
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS			15964851.23		

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	AMOUNT	ACTIVITY
0	0	2	4	2	434566.93-	28	19096.05	2	197.87
									0
									.00
									18898.18

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

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FLORIDA/RISK MGMT

RISK-FACS LOSS AND CLAIM EXPERIENCE - ACCIDENT DATE BASIS  
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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 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	444228.00	202248.63	.00	.00	646476.63
AD AUTO LIAB PROP DAMAGE	102	0	102	124582.46	1288.00	.00	.00	125870.46
AM AUTO MEDICAL PAYMENTS	20	0	20	5689.50	205.64	.00	.00	5895.14
AP AUTO PHYSICAL DAMAGE	48	0	48	14634.35	237.30	.00	.00	14871.65
BL BAILEES LIABILITY	2	0	2	110.00	5.00	.00	.00	115.00
EO ERRORS & OMISSIONS	23	0	23	78995.00	79698.97	.00	.00	158693.97
GB GENERAL LIAB BODILY INJURY	465	0	465	1602521.18	1128941.57	.00	.00	2731462.75
GD GENERAL LIAB PROP DAMAGE	106	0	106	10397.74	286.55	.00	.00	10684.29
PI PERSONAL INJURY	5	0	5	19800.00	51848.28	.00	.00	71648.28
PM PREMISES MEDICAL	4	0	4	4216.63	.00	.00	.00	4216.63
RB ALL RISK BUILDINGS	5	0	5	.00	4.50	.00	.00	4.50
RC ALL RISK CONTENTS	4	0	4	.00	.00	.00	.00	.00
WC WORKERS COMPENSATION	2645	17	2662	13345963.28	1312573.12	2622707.30	112814.28	17394057.98
* MEDICAL ONLY	1812*	0*	1812*	487230.47	581.25	.00	.00	487811.72
* INDENITY	833*	17*	850*	12858732.81	1311991.87	2622707.30	112814.28	16306246.26
WE EMPLOYERS LIABILITY	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								3127228.11
TOTAL PAYMENTS				18450044.24				18103784.65
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS				1653934.97				
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS				16796109.27				
LESS LOSSES EXCESS OF SPECIFIC RETENTION								
TOTAL AGGREGATE EXPERIENCE								
TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE								684744.55

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	*** PAYMENTS ***	*** RECOVERIES ***	** ADJUSTMENTS **	NET PAYMENT ACTIVITY
0	0	2	1	1	612115.38	34	11807.40	994.50
0	0	2	1	1	11807.40	4	994.50	92.00-
0	0	2	1	1	11807.40	4	994.50	10720.90

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

PYRAMID LEVEL : SCHOOL BOARD  
 PYRAMID UNIT :  
 LOSS PROGRAM : ALL LOSS PROGRAMS  
 ACCIDENT PERIOD : 92 01Jul1992 TO 01Jul1993  
 MONTH NUMBER : 162  
 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	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								9459119.38
TOTAL AGGREGATE EXPERIENCE								14455342.40

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	AMOUNT
0	0	1	2	0	1222.88-	98	44246.12	3	244.52
								2	2604.00
									46605.60

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

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 896898.48



010002 SCHOOL BOARD OF BROWARD COUNTY,  
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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*	1194405.37	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								
TOTAL PAYMENTS			16507621.40					16457937.04
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS			737050.71					
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS			15770570.69					
LESS LOSSES EXCESS OF SPECIFIC RETENTION								1813964.72
TOTAL AGGREGATE EXPERIENCE								

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE											1128713.79				
CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005															
NUMBER	NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	***	PAYMENTS	***	***	RECOVERIES	***	**	ADJUSTMENTS	**	NET PAYMENT
OPENED	VOIDED	REOPND	CLOSED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	AMOUNT	ACTIVITY
0	0	0	0	0	1	5000.00-	58	18632.41	0	0	.00	0		.00	18632.41
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS															

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

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	67	0	67	338684.99	92966.78	.00	.00	431651.77
AD AUTO LIAB PROP DAMAGE	109	0	109	100283.41	1509.55	.00	.00	101792.96
AM AUTO MEDICAL PAYMENTS	1	0	1	.00	.00	.00	.00	.00
AP AUTO PHYSICAL DAMAGE	4	0	4	.00	.00	.00	.00	.00
EO ERRORS & OMISSIONS	9	0	9	.00	24682.85	.00	.00	24682.85
FE FIDELITY & FORGERY	1	0	1	.00	.00	.00	.00	.00
GB GENERAL LIAB BODILY INJURY	481	0	481	637426.43	.00	.00	.00	934823.27
GD GENERAL LIAB PROP DAMAGE	144	0	144	24978.31	774.60	.00	.00	25752.91
PI PERSONAL INJURY	7	0	7	77182.09	98636.60	.00	.00	175818.69
PM PREMISES MEDICAL	2	0	2	.00	.00	.00	.00	.00
RB ALL RISK BUILDINGS	6	0	6	.00	2.80	.00	.00	2.80
RC ALL RISK CONTENTS	4	0	4	.00	.00	.00	.00	.00
WC WORKERS COMPENSATION	2065	11	2076	9552290.47	1013459.67	2594666.59	53564.63	13213981.36
* MEDICAL ONLY	1434*	0*	1434*	315557.94	.00	.00	.00	315557.94
* INDEMNITY	631*	11*	642*	9236732.53	1013459.67	2594666.59	53564.63	12898423.42
TOTALS	2900	11	2911	10730845.70	1529429.69	2594666.59	53564.63	14908506.61

AGGREGATE EXCESS SUMMARY

TOTAL PAYMENTS 12260275.39  
 LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS 977378.15  
 TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 11282897.24

LESS LOSSES EXCESS OF SPECIFIC RETENTION 3370362.05  
 TOTAL AGGREGATE EXPERIENCE 11538144.56

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
0	0	0	0	.00	58	24264.35	0	.00
NOTE: NET PAYMENTS = PAYMENTS MINUS NON-SPECIFIC EXCESS RECOVERIES PLUS ADJUSTMENTS								
								24264.35

TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 377617.36

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	109307354.44	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
T O T A L S	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 14029349.19  
 LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS 2357828.93  
 TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS 11671520.26

TOTAL AGGREGATE EXPERIENCE 11758663.10  
 TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE 1756850.31

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER	NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	***	PAYMENTS	***	RECOVERIES	***	**	ADJUSTMENTS	**	NET PAYMENT
OPENED	VOIDED	REOPND	CLOSED	CHANGES	TOTAL EXPERIENCE	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	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														

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

AGGREGATE EXCESS SUMMARY		LESS LOSSES EXCESS OF SPECIFIC RETENTION	2461816.89
TOTAL PAYMENTS	10445287.74		
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	899617.59	TOTAL AGGREGATE EXPERIENCE	9849082.22
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	9545670.15		

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

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005

NUMBER	NUMBER	NUMBER	NUMBER	RESERVE	NET CHANGE IN	***	PAYMENTS	***	***	RECOVERIES	***	**	ADJUSTMENTS	**	NET PAYMENT
OPENED	VOIDED	REOPND	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	

PYRAMID LEVEL : SCHOOL BOARD  
 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	TOTAL AGGREGATE EXPERIENCE	9391294.81
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS		1312808.31
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS		9178011.91

CURRENT PERIOD ACTIVITY -- 01Dec2005 THRU 31Dec2005	TOTAL NON-SPECIFIC CLAIM RECOVERIES TO DATE	447940.08
NUMBER NUMBER NUMBER RESERVE NET CHANGE IN *** PAYMENTS *** RECOVERIES *** ADJUSTMENTS ** NET PAYMENT		
OPENED VOIDED REOPND CLOSED CHANGES TOTAL EXPERIENCE NUMBER AMOUNT NUMBER AMOUNT NUMBER AMOUNT		
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

010002 SCHOOL BOARD OF BROWARD COUNTY,  
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RISK-FACS LOSS AND CLAIM EXPERIENCE - ACCIDENT DATE BASIS  
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PYRAMID LEVEL : SCHOOL BOARD  
PYRAMID UNIT :  
LOSS PROGRAM : ALL LOSS PROGRAMS  
ACCIDENT PERIOD : 86 01Jul1986 TO 01Jul1987  
MONTH NUMBER : 234  
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	70	0	70	37287.35	109196.69	.00	.00	482084.04
AD AUTO LIAB PROP DAMAGE	107	0	107	60366.22	4112.20	.00	.00	64478.42
AL AUTO LIABILITY	3	0	3	4902.25	42.00	.00	.00	4944.25
AP AUTO PHYSICAL DAMAGE	8	0	8	.00	.00	.00	.00	.00
BL BAILEES LIABILITY	2	0	2	2500.00	.00	.00	.00	2500.00
GB GENERAL LIAB BODILY INJURY	350	0	350	607132.58	323373.36	.00	.00	930505.94
GD GENERAL LIAB PROP DAMAGE	27	1	28	29416.37	156200.53	859.24	.00	262295.36
GL GENERAL LIABILITY	13	0	13	7349.96	8473.65	.00	.00	15823.61
WC WORKERS COMPENSATION	2437	3	2440	4118718.38	298368.06	145017.01	.00	4563668.30
* MEDICAL ONLY	2095*	0*	2095*	288942.64 *	.00 *	.00 *	.00 *	288942.64 *
* INDEMNITY	342*	3*	345*	3829775.74 *	298368.06 *	145017.01 *	7544.85 *	4280725.66 *
T O T A L S	3017	4	3021	5203273.11	899786.49	145876.25	83364.07	63332299.92

AGGREGATE EXCESS SUMMARY

TOTAL PAYMENTS	6103059.60	LESS LOSSES EXCESS OF SPECIFIC RETENTION	171596.15
LESS PAYMENTS SUBJECT TO SPECIFIC EXCESS	171596.15	TOTAL AGGREGATE EXPERIENCE	6160703.77
TOTAL PAYMENTS SUBJECT TO AGGREGATE EXCESS	5931463.45	LESS LOSSES EXCESS OF SPECIFIC RETENTION	171596.15

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	0	.00	1	1	1.13	313.87

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

# **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)**

<b>Term</b>	<b>Proposed Cost</b>
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	
	GL/EO BI		110	
	GL/EO PD		25	
July 1, 2007 – June 30, 2008	Auto BI		147	
	Auto PD		137	
	Auto Phys.Dam.		525	
	GL/EO BI		651	
	GL/EO PD		63	
	Record Only		550	
	Property		5	
July 1, 2008 – June 30, 2009	Auto BI		154	
	Auto PD		143	
	Auto Phys.Dam.		551	
	GL/EO BI		684	
	GL/EO PD		66	
	Record Only		578	
	Property		5	
July 1, 2009 – June 30, 2010	Auto BI		162	
	Auto PD		150	
	Auto Phys.Dam.		579	
	GL/EO BI		718	
	GL/EO PD		69	
	Record Only		606	
	Property		5	
July 1, 2010 – June 30, 2011	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											
<b>TOTAL</b>											
<b>% of Total Workforce</b>											



**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)

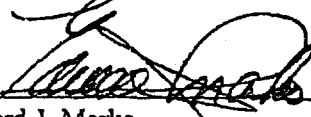
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

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

V.D. - Rith  
Witness  
Kathy Lucett  
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

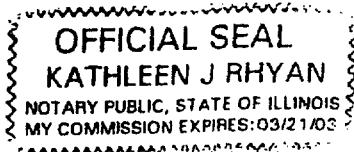
My Commission Expires: 3/21/03

Kathleen J. Rhyan  
Signature - Notary Public

KATHLEEN J. RHYAN  
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 119 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 panics 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 &amp; address of account:

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Principal contact:

Telephone No.:

Email:

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Year proposer retained by account:

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Date services last performed  
for account:

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Estimated # Active Employees &amp; Students:

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

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Additional Comments:

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

Name

Responsibility

Name	Responsibility
<hr/>	<hr/>
<hr/>	<hr/>
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# **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: \_\_\_\_\_

✓	<b>Reasons for "NO" Response:</b>
	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 6 day of June, 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.

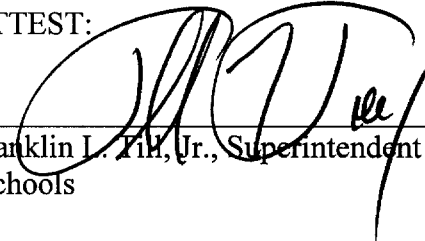
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

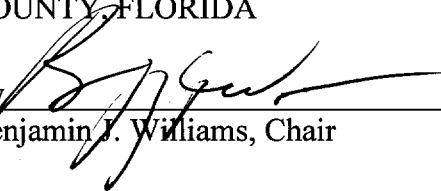
**FOR SBBC**

(Corporate Seal)

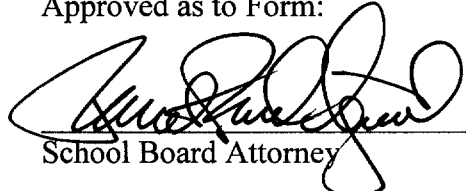
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
\_\_\_\_\_  
Franklin L. Fitt, Jr., Superintendent of  
Schools

By   
\_\_\_\_\_  
Benjamin J. Williams, Chair

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

**FOR JECO**

(Corporate Seal)

**JOHNS EASTERN COMPANY, INC.**

ATTEST:

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

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

-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 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.



The School Board of Broward County, Florida  
Purchasing Department

RFP No.: <u>27-033V</u>	Board Meeting: <u>JUNE 6, 2006</u>
Description: <u>EXCESS WORKERS' COMPENSATION, BOILER &amp; MACHINERY AND CRIME INSURANCE COVERAGES TERM CONTRACT</u>	Notified: <u>230</u> Downloaded: <u>14</u>
For: <u>RISK MANAGEMENT DEPARTMENT</u> (School/Department)	RFP Rec'd: <u>2</u> No Bids: <u>0</u>
Fund: <u>WORKERS' COMPENSATION FUN AND AUTO &amp; GENERAL LIABILITY FUND</u>	RFP Opening: <u>APRIL 24, 2006</u>
	Advertised Date: <u>MARCH 14, 2006</u>
	Award Amount: <u>\$10,000,000 (PER CONTRACT PERIOD)</u>

**POSTING OF RFP RECOMMENDATION/TABULATION:** RFP Recommendations and Tabulations will be posted in the Purchasing Department on MAY 9, 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.

TWO PROPOSALS WERE RECEIVED IN RESPONSE TO RFP 27-033V. PROPOSALS WERE EVALUATED BY THE EVALUATION COMMITTEE CONSISTING OF:

ERIC CHISEM, PRIVACY OFFICER, RISK MANAGEMENT  
ASTON HENRY, SUPERVISOR, RISK MANAGEMENT  
GLENN PARKS, ACCOUNTANT V, BENEFITS

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

ARTHUR J. GALLAGHER & CO. (FLORIDA)

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

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

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

(Buyer/Purchasing Agent)

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

5/8/06

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

**CAROL E. BARNER**

### Third Party Liability Claim Management Services

27-033V Excess Workers' Compensation, Boiler Machinery and Crime

## EXECUTIVE SUMMARY

RFP 27-033V

### EXCESS WORKERS' COMPENSATION, BOILER & MACHINERY AND CRIME INSURANCE COVERAGES

The contract with Arthur J. Gallagher & Co. for the procurement of Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages 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. Arthur J. Gallagher & Co.
2. Insurance Office of America

The Evaluation Committee evaluated the proposals on May 8, 2006 based on experience and qualifications, scope of services, Minority Women Business participation (M/WBE), and cost of services. Insurance Office of America was rejected as being non-responsive due to their failure to meet Special Condition 2.6.2, under Minimum Qualifications, Demonstrated Competence (failure to include three Florida governmental entities for which they have provided similar services within the past five years).

The remaining company was then evaluated by the Evaluation Committee. Ultimately, the Evaluation Committee recommended awarding RFP 27-033V to Arthur J. Gallagher & Co., based on receiving the highest score and being the remaining qualified vendor to submit a proposal.



**RFP 27-033V**  
**Excess Workers' Compensation, Boiler & Machinery and**  
**Crime Insurance Coverages**

**Proposal Rejection Sheet**

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

Reject proposal from Insurance Office of America, Inc. as being non-responsive. Proposer failed to meet Special Condition 2.6.2, under Minimum Qualifications, Demonstrated Competence. Proposer did not include three Florida governmental entities for which they have provided the proposed coverage within the past five years.

## SCORING SHEET - RFP 27-033V

<b>RFP 27-033V Excess Workers' Compensation, Boiler &amp; Machinery and Crime Insurance Coverages</b>	<b>Max Points</b>	<b>Eric Chisem</b>	<b>Aston A. Henry</b>	<b>Glenn Parks</b>	<b>Jeffrey Moquin</b>	<b>Average Score</b>
<b>Section A: Experience and Qualifications</b>	<b>30</b>					
Arthur J. Gallagher		25	30	30		28.33
Insurance Office of America						0
<b>Section B: Scope of Services</b>	<b>30</b>					
Arthur J. Gallagher		30	30	30		30
Insurance Office of America						0
<b>Section C1: Minority/Women Business Enterprise (Participation)</b>	<b>6</b>					
Arthur J. Gallagher		0	0	0		0
Insurance Office of America						0
<b>Section C2: Minority/Women Business Enterprise (Diversity)</b>	<b>2</b>					
Arthur J. Gallagher		1	1	2		1.33
Insurance Office of America						0
<b>Section C3: Minority/Women Business Enterprise (Outreach Programs)</b>	<b>2</b>					
Arthur J. Gallagher		2	2	2		2
Insurance Office of America						0
<b>Section D: Cost of Services</b>	<b>30</b>					
Arthur J. Gallagher		30	25	30		28.33
Insurance Office of America						0
<b>TOTAL SCORE</b>	<b>100</b>					
Arthur J. Gallagher		88	88	94		89.99
Insurance Office of America		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

**ROBERT N. WAREMBURG, CPPO**  
*Director, Supply Management & Logistics*  
[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

*Chair*  
*Vice Chair*

**BENJAMIN J. WILLIAMS**  
**BEVERLY A. GALLAGHER**  
**CAROLE L. ANDREWS**  
**ROBIN BARTLEMAN**  
**DARLA L. CARTER**  
**MAUREEN S. DINNEN**  
**BEVERLY A. GALLAGHER**  
**STEPHANIE ARMA KRAFT, ESQ**  
**ROBERT D. PARKS, Ed.D.**  
**MARTY RUBINSTEIN**  
**DR. FRANK TILL**  
*Superintendent of Schools*

April 18, 2006

### ADDENDUM NO. 2

RFP No. 27-033V

### Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages

CALLED FOR 2:00 P.M. EASTERN STANDARD TIME, APRIL 24, 2006

#### TO ALL PROPOSERS:

This addendum is to amend Special Condition 6.3.5 to read as follows:

- 6.3.5 Employee Dishonesty Insurance covering awardee and the Board against loss caused by dishonesty of employees of awardee including coverage for Employee Theft Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud with limits of ~~\$5,000,000~~ \$1,000,000.

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 27-033V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB  
Purchasing Agent IV



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

**ROBERT N. WAREMBURG, CPPO**  
*Director, Supply Management & Logistics*  
[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

*Chair*  
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**BENJAMIN J. WILLIAMS**  
**BEVERLY A. GALLAGHER**  
**CAROLE L. ANDREWS**  
**ROBIN BARTLEMAN**  
**DARLA L. CARTER**  
**MAUREEN S. DINNEN**  
**BEVERLY A. GALLAGHER**  
**STEPHANIE ARMA KRAFT, ESQ**  
**ROBERT D. PARKS, Ed.D.**  
**MARTY RUBINSTEIN**

**DR. FRANK TILL**  
*Superintendent of Schools*

April 4, 2006

### ADDENDUM NO. 1

RFP No. 27-033V

### Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages

CALLED FOR 2:00 P.M. EASTERN STANDARD TIME, APRIL 24, 2006

#### TO ALL PROPOSERS:

1. Answers to the questions received
2. **Delete** Table of Contents  
**Insert** Table of Contents -REVISED -  
**Insert NEW ATTACHMENT I, Location Counts**  
**Insert NEW ATTACHMENT J, Large Claims**

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 27-033V, Proposer certifies acceptance of this Addendum.

Sincerely,

\_\_\_\_\_  
Carol E. Barker, CPPB  
Purchasing Agent IV

Attachments

➤ **QUESTION #1:**

Can a copy of the most current financial information be provided?

**ANSWER TO QUESTION #1:**

The most current 05-06 financial information can be accessed on the District's website:

[http://www.broward.k12.fl.us/comptroller/pdfs/Budget/2005-06\\_2nd\\_Public\\_Hearing\\_Book.pdf](http://www.broward.k12.fl.us/comptroller/pdfs/Budget/2005-06_2nd_Public_Hearing_Book.pdf)

➤ **QUESTION #2:**

Employee concentration information – underwriters have requested the following information in addition to that which is on the property schedule that was included in the bid – maximum number of employees per shift (or at any particular times of the day) and payroll by location.

**ANSWER TO QUESTION #2:**

See Attachment I, Location Counts.

➤ **QUESTION #3:**

Historical workers compensation payrolls from 1998 to present.

**ANSWER TO QUESTION #3:**

Historical payrolls are:

7/1/1999-00	\$ 935,985,276
7/1/2000-01	\$1,010,491,902
7/1/2001-02	\$1,090,000,000
7/1/2002-03	\$1,113,925,134
7/1/2003-04	\$1,112,278,205
7/1/2004-05	\$1,169,449,305
7/1/2005-06	\$1,239,639,400

➤ **QUESTION #4:**

Loss Information to include: total incurred including total paid and reserved amounts, total number of claims, open and closed from 1998 through 2006 by policy year.

**ANSWER TO QUESTION #4:**

The following data is as of 2/28/06:

# Closed Claims	# Open Claims	Total # Claims	Net Payments	Reserve	Total Experience
July 1, 2005 through July 1, 2006					
1,532	486	2,018	\$2,006,435	\$4,406,705	\$6,413,140
July 1, 2004 through July 1, 2005					
3,310	239	3,549	\$9,832,207	\$6,129,855	\$15,962,062
July 1, 2003 through July 1, 2004					
3,585	136	3,721	\$13,279,768	\$4,777,337	\$18,057,105
July 1, 2002 through July 1, 2003					
3,613	91	3,704	\$13,140,261	\$5,093,169	\$18,233,430
July 1, 2001 through July 1, 2002					
2,842	68	2,910	\$13,988,276	\$3,356,782	\$16,937,478
July 1, 2000 through July 1, 2001					
2,062	39	2,101	\$14,000,461	\$2,567,769	\$16,568,230
July 1, 1999 through July 1, 2000					
1,997	36	2,033	\$14,328,470	\$2,506,112	\$16,834,582
July 1, 1998 through July 1, 1999					
2,009	36	2,045	\$17,317,085	\$5,382,443	\$22,699,528

➤ **QUESTION #5:**

Listing and full description, paid and reserve amounts of any claim with an incurred value of \$100,000 or more from 1998 through 2006.

**ANSWER TO QUESTION #5:**

See Attachment J, Large Claims.

➤ **QUESTION #6:**

Current claim detail on Claim #063089 – WC-1 Date of Loss 9.17.98, Total Incurred - \$1,152,360 and claim #064216-WC-01, Date of Loss 2/9/99 – Total Incurred - \$1,388,752.

**ANSWER TO QUESTION #6:**

Regarding claim #063089-WC-01, total incurred as of 3/31/06 was \$1,152,360. Claimant was a 57 year old male teacher when injured. He was standing on a desk and fell and hit his head and shoulder. Diagnosis is contusion to the head, loss of hearing and cervical herniation at C-6. Claimant is receiving PTD. Claimant is represented by counsel.

Regarding claim #064216-WC-01, total incurred as of 3/31/06 was \$1,388,752. Claimant is now a 48 year old female. She was injured breaking up a fight between two students and claimed injuries to arms, back, legs, and shoulders. Claimant is currently receiving PTD benefits per a court order. Diagnosis includes lumbar strain with radiculopathy, degenerative disc disease and failed back syndrome. Claimant is represented by counsel.

➤ **QUESTION #7:**

Information regarding the Third Party Claim Administrator – name of company, length of service contract, excess claim reporting instructions, return to work program.

**ANSWER TO QUESTION #7:**

Gallagher Bassett Services is the current Third Party Claim Administrator and has a five year service contract (7-1-01 through 6-30-06).

Excess claim reporting instructions: 50% of SIR and/or serious injury to Excess Carrier via Workers' Compensation Supervisor.

Our current Return-to-Work (RTW) program consists of a RTW coordinator (provided by Corvel, through the TPA contract with Gallagher Bassett) and medical case managers working with the injured workers' supervisors to make accommodations, where possible. Upon receiving a work status/DWC-25 that contains restrictions for modified duty, the case manager will contact the injured workers' supervisor to see if the restrictions can be accommodated. When necessary, the RTW coordinator will assist the injured employee's supervisor to modify the position within the current restrictions. This often requires an onsite meeting with the supervisor to examine the injured workers' environment. The current RTW program is limited, as the decision to accommodate modified duty is made at the location by the injured workers' supervisor. Too often this is a subjective decision based on factors outside of the ability to make temporary modifications.

SBBC is currently working with a consultant to make improvements in our RTW program to decrease our injured employees' lost time from work. Our goal is to transfer the decision making authority for modified duty from location supervisors to qualified individuals within the Risk Management Department. We believe if the correct policies and protocols are made to permit this transfer of authority; the RTW program will lead to more consistent, objective accommodations which will reduce lost time and expenses for the District.

➤ **QUESTION #8:**

Can information on any Safety/Loss Prevention Programs in place be provided?

**ANSWER TO QUESTION #8:**

As part of the current TPA contract, Gallagher Bassett provides SBBC a Loss Prevention Specialist onsite at the Risk Management Department. This position has been responsible for providing training to District employees (i.e. custodians, maintenance workers, etc.), establishing safety committees, and monitoring trends in losses. Although this position is utilized throughout the District, due to the high frequency of injuries and large losses in the Transportation Department, the Loss Prevention Specialist has been focused on this area over the past five years. The District's Safety Department also works in partnership with the Risk Management Department in order to increase safety awareness and reduce losses.

➤ **QUESTION #9:**

Should deviations to the specifications for each line of coverage be noted under: Section 4.3.2 (Scope of Coverage's and Services provided) OR Attachment A Questionnaire for Insurance Proposals?

**ANSWER TO QUESTION #9:**

Please show all deviations for each line of coverage both under Section 4.3.2 and in Attachment A.

➤ **QUESTION #10:**

Can we get a copy of the School Board's 05-06 fiscal budget?

• **ANSWER TO QUESTION #10:**

The most current 05-06 financial information can be accessed on the District's website:

[http://www.broward.k12.fl.us/comptroller/pdfs/Financial%20Rptg/CAFR\\_2005.pdf](http://www.broward.k12.fl.us/comptroller/pdfs/Financial%20Rptg/CAFR_2005.pdf)

➤ **QUESTION #11:**

The excess workers' compensation markets have requested information regarding the third party claims administration for Broward Schools. We know that these services are also out for RFP and the final decision to appoint a new TPA won't be made until after the due date for this RFP. Can you advise who the responders are for the workers' compensation claims administration?

**ANSWER TO QUESTION #11:**

Proposals for workers' compensation claim administration services were received from:

Associated Industries Insurance Services, Inc.

Blue Cross Blue Shield Florida/Integrated Administrators

Brown and Brown Insurance/Preferred Governmental Claim Solutions, Inc.

Crawford and Company

F. A. Richards & Associates, Inc.

Johns Eastern Company, Inc.

Sedgwick Claims Management Services, Inc.

Specialty Risk Services LLC

Unisource Administrators, Inc.

➤ **QUESTION #12:**

Please advise of the following from the Crime portion of the RFP:

The Excess Limit of Insurance indicates 10 employees for \$10M limit on each employee. Please advise of how many individual locations are involved?

How many Fiduciaries are involved in the Erisa Capacity? Are they included in the total employee count?

**ANSWER TO QUESTION #12:**

The ten individuals indicated are located at four separate district locations.

All employees are included in the total employee count. The ten individuals listed in the position schedule are all employees.

➤ **QUESTION #13:**

Can you please provide us with workers' compensation loss information for claims in excess of \$250,000?

**ANSWER TO QUESTION #13:**

Please see Question #5.





# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

**ROBERT N. WAREMBURG, CPPO**  
*Director, Supply Management & Logistics*  
[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

*Chair* BENJAMIN J. WILLIAMS  
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DR. FRANK TILL  
*Superintendent of Schools*

**DATE:** March 14, 2006  
**TO:** Prospective Proposers  
**FROM:** Carol Barker, Purchasing Agent  
754-321-0506  
**SUBJECT:** Instructions to Proposers  
Request for Proposals (RFP) 27-033V, Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverage. 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 28, 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 24, 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 H, 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 27-033V**

**For**

**Excess Workers' Compensation,  
Boiler & Machinery and  
Crime Insurance Coverages**



RFP Release Date: March 14, 2006

Non-Mandatory Proposers' Conference \*: March 28, 2006 at 9:00 a.m.

Written Questions Due: On or Before March 29, 2006  
in Supply Management and Logistics Department

Proposals Due: On or Before 2:00 p.m. ET  
April 24, 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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Attachment A - Questionnaires (Also available in Word through Demandstar)

Attachment B – Underwriting Data and Copies of Policies

Attachment C – Premium and Loss Experience

Attachment D – Cost of Coverages (Also available in Word through Demandstar)

Attachment E – (Also available in Word through Demandstar)

E1 - M/WBE Utilization Report

E2 - Employment Diversity Statistics

E3 - Attachment C - M/WBE Participation

Attachment F – Disclosure of Potential Conflicts of Interest  
(Also available in Word through Demandstar)

Attachment G – Reference Form (Also available in Word through Demandstar)

Attachment H – Statement of “No” Response (Also available in Word through Demandstar)

## REQUEST FOR PROPOSALS (RFP) 27-033V

### 1.0 REQUIRED RESPONSE FORM

**RELEASE DATE:** March 14, 2006

**TITLE:** Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages

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 24, 2006 and plainly marked RFP 27-033V, Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages. 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 10 copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 27-033V), 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 33 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 Excess Workers' Compensation, Boiler & Machinery and Crime Insurance Coverages as described herein. To facilitate distribution of the underwriting data and the requirements for each of the coverages, this consolidated Request for Proposals (hereinafter this RFP) has been prepared. However, each of the coverages are severable and may be proposed separately.

SBBC is the nation's sixth largest school district. SBBC currently employs approximately 30,000 full-time 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 maintains specific excess workers' compensation coverage with a self-insured retention of \$1,250,000 with Continental Casualty Company. Boiler and machinery coverage is currently provided by Hartford Steam Boiler Inspection and Insurance Company, and Crime coverage by Great American Insurance Company.

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

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **March 28, 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 the 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 manner 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 29, 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 **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.
- 2.5 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 5.0.
- 2.6 **Minimum Qualifications:** In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria:

2.6.1 **Properly Licensed**

Each proposer, and any person or organization which would provide services or coverage 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.

2.6.2 **Demonstrated Competence**

Each proposer for Excess Workers' Compensation or Crime coverage must, within the past five (5) years, have provided the proposed coverage to, at minimum, three Florida governmental entities with an annual Workers' Compensation payroll of \$50,000,000 or more.

Each proposer for Boiler and Machinery coverage must, within the past five (5) years, have provided the proposed coverage to, at minimum, three Florida governmental entities with a Boiler and Machinery coverage limit of \$10,000,000.

2.6.3 **Minimum Rating by Rating Firms**

No proposal will be accepted by SBBC where insurance coverage or service is to be provided by a person or organization which has a rating from any of the following recognized rating firms which is less than the minimum rating specified below for that rating firm:

<u>Rating Firm</u>	<u>Minimum Rating</u>
A. M. Best	A-
Moodys	A
Standard & Poors	BBB+

If the coverage or service is to be provided by a person or organization not rated by one or more of the above designated rating firms, proposals for such coverage or service will only be accepted if the person or organization providing the service or coverage:

- (1) Has, as of the proposal return date specified in the RFP, been successfully operating in the State of Florida for a minimum of five consecutive years; and
- (2) Submits with its proposal its last audited financial statement issued by a certified public accountant, which:
  - a. is dated no earlier than 18 months prior to the proposal return date specified in the RFP;
  - b. offers an unqualified opinion of the financial viability of the person or organization; and
  - c. indicates an unencumbered net worth of \$25 million or more.

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

- 2.7 **Individual Requests For Proposals:** The description of each coverage model program requested is set forth in the following sections of this RFP:
- 4.3.2.1 Excess Workers' Compensation Coverage
  - 4.3.2.2 Boiler & Machinery Coverage
  - 4.3.2.3 Crime Coverage
- 2.8 **Proposer Responsible for Addressing Criteria:** Proposers should be aware that the proposals for each individual coverage will be evaluated separately in accordance with the criteria set forth in this RFP and, accordingly, would be advised to structure their proposal in a manner to properly address each of the evaluation criteria including the minimum qualifications.
- 2.9 **Severability of Contracts:** This RFP solicits proposals for various types of insurance. It is emphasized that each coverage is severable and may be proposed separately. Further, unless indicated to the contrary in the proposal, it will be presumed that none of the coverages, as proposed, are subject to SBBC's accepting any proposal for any other coverage from the same agent, broker or insurer.
- 2.10 **Payment Terms:** SBBC wishes to take advantage of cash flow opportunities that may be available. Therefore, any interest-free deferred payment terms will be given due consideration in the evaluation of each proposal. Unless indicated to the contrary in the proposal, the first payment shall not be due until delivery of a policy or contract conforming to the proposal offered to and accepted by SBBC.
- 2.11 **Mandatory Recommendations:** Proposals should not be conditioned upon compliance with mandatory recommendations. If there are any such mandatory recommendations, they must be clearly stated in the proposal.
- 2.12 **Non-Warranty of RFP:** Due care and diligence has been exercised in the preparation of this RFP, and all information contained therein is believed to be correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information therein shall rest solely with those making proposals. The SBBC, its representatives and consultants shall not be responsible for any error or omission in this RFP, or for the failure on the part of the proposers to determine the full extent of the exposures.
- 2.13 **Attachment of Contracts or Policies:** Each proposer shall include, as an attachment to their proposal, a complete copy of the contract(s) or policy(ies) including rates and all forms or endorsements which would be made a part of their contract(s) or policy(ies) were their proposal to be accepted. Reference to form numbers and other descriptions of forms, without attachment of the copy of the forms themselves, will not be acceptable. If the preprinted forms are to be amended in any way, the proposal or the preprinted form should indicate the specific changes which will be included in the proposal, if accepted.
- 2.14 **Conflict with Specimen Contracts or Policies:** Unless specifically noted to the contrary in the proposal, the attachment of specimen writings to the proposal shall not constitute notice to SBBC of the proposer's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the specimen writings shall be deemed to be an offer in at least full compliance with the RFP, and the proposer expressly agrees to reform said writings to the extent inconsistent in a restrictive manner from the RFP. That is, the writings shall be deemed solely offers of supplemental terms and conditions not otherwise treated in the RFP, or a broadening of terms and conditions to the benefit of the proposed insured beyond that required by the RFP.
- 2.15 **Exposure Data and Loss Experience:** The underwriting data for each coverage is set forth in Attachment B, and the loss experience data is set forth in Attachment C of this RFP.

### **3.0 CALENDAR**

March 14, 2006	Release of RFP 27-033V
March 28, 2006	Non-Mandatory Proposers' Conference (See Section 2.2)
March 29, 2006	Written questions due in the Supply Management and Logistics Department
April 24, 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.*
May 8, 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.*
May 9, 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 2.6.1, 2.6.2, and 2.6.3 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)

- 4.1.7 **Attachment of Policies:** Include a complete copy of the policy(ies) including rates and all forms or endorsements which would be made a part of their contract(s) or policy(ies) were the proposal to be accepted.

#### **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 Coverages, Costs of Coverages, 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. Each proposal will be considered as a stand alone proposal.

##### **4.3.1 Proposer's Qualifications - (Maximum 30 allowable points):**

4.3.1.1 **Designated Project Team** – Each proposer must, as a part of their proposal, designate a Project Team. Proposers are to designate as members of their Project Teams only individuals who will:

Have primary responsibility in the design, placement, implementation, and servicing of the SBBC program proposed, and

Be directly available through the tenure of the SBBC program to the SBBC either by telephone or, at the request of SBBC, in person in Broward County, Florida.

4.3.1.2 **Demonstrated Competence – References** – Submit references on the form provided as Attachment G. The references shall demonstrate the Designated Project Team includes members who either individually or collectively have been primarily responsible for the following:

As respects proposals for Specific Excess Workers' Compensation coverage, it is preferred that the proposer has been primarily responsible for the design, placement, implementation and servicing of a workers' compensation program, since July 1, 2001, for at least three Florida political subdivisions with an annual Workers' Compensation payroll of \$50,000,000 or more.

As respects proposals for Boiler and Machinery coverage, it is preferred that the proposer has been primarily responsible for the design, placement, implementation and servicing of a Boiler and Machinery program, with a limit of insurance of \$10,000,000 or more, since July 1, 2001, for at least three Florida political subdivisions.

As respect proposals for Crime coverage, it is preferred that the proposer has been primarily responsible for the design, placement, implementation and servicing of a Crime program, since July 1, 2001, for at least three Florida political subdivisions with an annual Workers' Compensation payroll of \$50,000,000 or more.

For each reference, include the following data: name of entity, address, type of entity, number of active employees, member of project team involved with the account, description of coverage provided, term for which coverages were/are provided, contact information including name, title, phone number and email address. Please be advised that references will be contacted.

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

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

##### 4.3.1 Proposer's Qualifications (Continued):

4.3.1.3 **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.

##### 4.3.2 Scope of Coverage and Services Provided – (Maximum 30 allowable points): Describe how the proposer can accomplish each of the terms and conditions of the Model Program Requested below.

###### 4.3.2.1 Excess Workers' Compensation Coverage

The contract terms and conditions stipulated in Model Program Requested are those desired by the SBBC, and preference will be given to those proposals in full or substantial compliance with the model program. However, after allowance for all deviations, all timely proposals received will be considered. Provisions in this section, which are identified as an endorsement, are to be included verbatim in the policy contract unless indicated to the contrary. Proposers are cautioned that restrictive deviations from the Model Program Requested must be clearly described in the proposal.

Model Program Requested – Excess Workers' Compensation	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<u>Named Insured Endorsement</u> The School Board of Broward County, Florida  plus  Any affiliated or subsidiary board, authority, committee or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a body politic created by a listed named insured; or one in which controlling interest or membership therein is vested in a listed named insured.			
<u>Contract Period</u> July 1, 2006 through June 30, 2011 (5 years) (12:01 a.m., both dates) with consideration to be paid in installments at inception and at each anniversary thereafter (unless additional deferred payment terms are offered).			
<u>Sole Agent Endorsement</u> It is agreed that The School Board of Broward County, Florida, shall be Sole Agent of the Insured with respect to premium payment, cancellation, participation and/or dividend provisions of this contract. Any notice with respect to the foregoing shall be sent to:  Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351			

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

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

##### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.1 Excess Workers' Compensation Coverage (Continued)

Model Program Requested – Excess Workers' Compensation	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<p><b>Termination &amp; Non-Renewal Endorsement</b></p> <p>Notwithstanding any provision in this contract to the contrary, except with respect to cancellation of the contract for non-payment, the Company may not cancel, non-renew, restrict coverage, or restrict the Company's contractual obligations with respect to this contract prior to the later of:</p> <ul style="list-style-type: none"> <li>A. the end of any twelve (12) month anniversary of the contract; or</li> <li>B. at least ninety (90) days after receipt by The School Board of Broward County of valid written notice from the Company of the Company's intention with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Company's contractual obligations.</li> </ul> <p>The Company may not effect cancellation of this contract for non-payment of premium until at least sixty (60) days after receipt by The School Board of Broward County of valid written notice from the Company of the Company's intention with respect to such cancellation.</p> <p>The written notice of any cancellation, non-renewal or restriction of the Company's contractual obligations shall be delivered by certified mail to:</p> <p style="padding-left: 40px;">Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351</p> <p>This contract may be canceled at any time at the request of The School Board of Broward County by written notice to the Company stating when thereafter cancellation is to be effective. In the event of termination of this contract for whatever reason, the earned fees or other consideration shall be computed on a pro-rata basis without penalty, and the Company shall refund the excess of paid fees or other consideration to The School Board of Broward County within thirty (30) days from the date of termination.</p>			
<p><b>Rerating Endorsement</b></p> <p>Notwithstanding any provision in the contract to the contrary, the Company may not effect any increase of rates or other consideration applicable to this contract prior to the later of:</p> <ul style="list-style-type: none"> <li>A. the end of any twelve (12) month anniversary of the contract; or</li> <li>B. at least ninety (90) days after receipt by The School Board of Broward County of valid written notice from the Company, stating specifically the amount of change proposed. 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.</li> </ul> <p>The written notice of any change in rates or other change in consideration shall be delivered by certified mail to:</p> <p style="padding-left: 40px;">Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351</p>			

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

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

#### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.1 Excess Workers' Compensation Coverage (Continued)

Model Program Requested – Excess Workers' Compensation	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<p><u>Claim Reporting Endorsement</u> It is understood and agreed that, notwithstanding any provision contained in this contract to the contrary, the Insured will be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence is made to the Company as soon as practicable after knowledge by the Director, Risk Management, The School Board of Broward County, Florida, that such occurrence will, or is likely to, result in a claim under the contract. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respect to any such occurrence or claim.</p>			
<p><u>Prohibition of Warranty Endorsement</u> The Company acknowledges that the Insured has made a reasonable attempt to provide the Company with all known relevant rating and loss data. The Company therefore waives any right of denial of coverage or avoidance of this policy based upon any expressed or implied warranty or representation (whether written or oral) that the data provided discloses all such rating, underwriting, and loss data known to exist.</p>			
<p><u>Severability of Interest Endorsement</u> A. Except with respect to the limits of the Company's liability and the application of any loss limitation, self-insured retention or deductible: 1. The insurance afforded by this Contract applies separately to each Insured against whom claim is made or suit or other proceeding brought. 2. In the event of claim being made by one Insured under this Contract for which another Insured under this Contract may be liable, the Contract shall cover each such Insured against whom the claim is made in the same manner as if separate contracts had been issued to each Insured in this Contract. 3. The insurance afforded by this Contract to a Named Insured or any other person, entity or organization qualifying as an Insured because of the status of the Named Insured as a Named Insured under this Contract, applies separately to each such Named Insured and Insured qualifying through the Named Insured, in the same manner as if separate contracts had been issued to each Named Insured in this Contract. B. For the purpose of the application of any exclusion of coverage under this Contract: 1. The term "the Insured" shall refer only to the specific person, entity or organization against whom the claim is being asserted. If the claim is being asserted against more than one Insured, the applicability of an exclusion to one or more of such Insureds shall not be imputed to any other Insured. 2. The term "the Named Insured" shall refer only to the specific person, entity or organization against whom the claim is being asserted. If the claim is being asserted against more than one person, entity or organization, the applicability of an exclusion to one or more Named Insureds shall not be imputed to any other Named Insureds. C. Nothing herein shall be construed to increase the Company's limit of liability.</p>			

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

#### 4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Coverages, Costs of Coverages, and MWBE Participation) (Continued):

##### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.1 Excess Workers' Compensation Coverage (Continued)

Model Program Requested – Excess Workers' Compensation	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<u>Subrogation Endorsement</u> The Company shall not acquire any rights of recovery which the Insured has waived prior to the accident or occurrence, nor shall such waiver affect the Insured's rights under this policy. The right of subrogation against any Insured, subsidiary or affiliate, director, officer, official, or employee shall be waived by the Company. The Insured shall do nothing after the accident or occurrence to prejudice the Company's rights.			
<u>Loss Statistics</u> For those claims for which the insurer has established a reserve or made payment, updated cumulative loss data must be rendered at least quarterly and at any other time at the request of SBBC. This loss information must include for each claim: A. Department/division/school (for allocation purposes) B. Claimant C. Date of loss D. Date claim made E. Description of loss F. Amount paid to date by type (indemnity, medical expense, etc.) G. Reserve for future payments by type H. Self-Insured Retention applicable  Loss reports are to continue on a quarterly basis until all claims are closed.			
<u>Premium Allocation</u> If requested by the SBBC, the proposer will provide an allocation of premium by department/division of the SBBC.			
<u>Scope of Coverage</u> All proposals should cover SBBC for all sources of liability for which SBBC would be covered by a Standard Workers' Compensation Policy, without restrictive endorsements, and including:			
Part 1: Statutory Workers' Compensation			
Part 2: Employer's Liability			
Part 3: Other States Insurance - All states except Nevada, North Dakota, Ohio, Washington, West Virginia, and Wyoming.			
Terrorism Risk Insurance Act			
Stop Gap Coverage – If Any Basis			
Maritime including Jones Act - including transportation, wages, maintenance, and cure.			
United States Longshoremen's and Harbor Workers' Compensation Act.			
No Coinsurance			

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

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

##### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.1 Excess Workers' Compensation Coverage (Continued)

Model Program Requested – Excess Workers' Compensation	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<b>Scope of Coverage (Continued)</b>			
<p><b>Voluntary Compensation</b></p> <p><b>Employees</b> All employees excluding masters &amp; members of the crew of vessels.</p> <p><b>W.C. Law</b> Florida</p> <p><b>Designated State of Employment</b> All States</p>			
Claims adjustment and other risk management services are not included in the RFP and will be performed by outside professional firms selected by SBBC.			
<p><b>Form of Coverage</b></p> <p>Coverage should be written as Specific Excess insurance on a per occurrence basis. The insurer shall indemnify SBBC for loss and allocated claims expense as a result of each occurrence in excess of the self-insured retention subject to the coverage limit.</p> <p>"Allocated claims expense" shall be as defined in the Unit Statistical Plan of the National Council of Compensation Insurance.</p>			
<p><b>Option 1 - Limits of Coverage</b></p> <p>Workers' Compensation - Unlimited Statutory Coverage</p> <p>Employer's Liability - \$1,000,000</p>			
<p><b>Option 2 - Limits of Coverage</b></p> <p>Workers' Compensation - Unlimited Statutory Coverage</p> <p>Employer's Liability - \$5,000,000</p>			
<p><b>Option A - Self-Insured Retention</b></p> <p>\$1,000,000 Per Occurrence</p>			
<p><b>Option B - Self-Insured Retention</b></p> <p>\$1,250,000 Per Occurrence</p>			
<p><b>Commutation Clause</b></p> <p>A policy not containing a Commutation Clause is preferred. If the insurer is unable to entirely waive the Commutation Clause, SBBC would like to have the period extended to sixty (60) months after the date of the occurrence.</p>			
<p><b>Composite Rating</b></p> <p>SBBC would prefer premiums which are either flat (not subject to audit) or a composite rate based on Remuneration as defined in the Basic Manual for Workers' Compensation and Employer's Liability Insurance issued by the National Council on Compensation Insurance as applicable to the State of Florida. To facilitate comparison, all proposers using remuneration (payroll) should use an estimated annual payroll of: \$1,239,639,400.</p>			
<p><b>Commission and Fees Disclosure</b></p> <p>The firm with whom SBBC contracts agrees to provide full disclosure to SBBC of all payments and fees relating to the coverage provided for SBBC.</p>			

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

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

##### **4.3.2 Scope of Coverage and Services Provided (Continued):**

##### **4.3.2.2 Boiler & Machinery Coverage**

The contract terms and conditions stipulated in Model Program Requested are those desired by the SBBC, and preference will be given to those proposals in full or substantial compliance with the model program. However, after allowance for all deviations, all timely proposals received will be considered. Proposers are cautioned that restrictive deviations from the model program must be clearly described in the proposal.

<b>Model Program Requested – Boiler &amp; Machinery</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But with Deviations</b>	<b>No, Cannot Comply</b>
<u>Named Insured Endorsement</u> The School Board of Broward County, Florida  plus  Any affiliated or subsidiary board, authority, committee or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a body politic created by a listed named insured; or one in which controlling interest or membership therein is vested in a listed named insured.			
<u>Contract Period</u>  July 1, 2006 through June 30, 2011 (5 years) (12:01 a.m., both dates) with consideration to be paid in installments at inception and at each anniversary thereafter (unless additional deferred payment terms are offered).			
<u>Sole Agent Endorsement</u>  It is agreed that The School Board of Broward County, Florida, shall be Sole Agent of the Insured with respect to premium payment, cancellation, participation and/or dividend provisions of this contract. Any notice with respect to the foregoing shall be sent to:  Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351			



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

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

##### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.2 Boiler & Machinery Coverage (Continued)

Model Program Requested - Boiler & Machinery	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<p><b><u>Termination &amp; Non-Renewal Endorsement</u></b></p> <p>Notwithstanding any provision in this contract to the contrary, except with respect to cancellation of the contract for non-payment, the Company may not cancel, non-renew, restrict coverage, or restrict the Company's contractual obligations with respect to this contract prior to the later of:</p> <ul style="list-style-type: none"> <li>A. the end of any twelve (12) month anniversary of the contract; or</li> <li>B. at least ninety (90) days after receipt by The School Board of Broward County of valid written notice from the Company of the Company's intention with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Company's contractual obligations.</li> </ul> <p>The Company may not effect cancellation of this contract for non-payment of premium until at least sixty (60) days after receipt by The School Board of Broward County of valid written notice from the Company of the Company's intention with respect to such cancellation.</p> <p>The written notice of any cancellation, non-renewal or restriction of the Company's contractual obligations shall be delivered by certified mail to:</p> <p>Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351</p> <p>This contract may be canceled at any time at the request of the School Board of Broward County by written notice to the Company stating when thereafter cancellation is to be effective. In the event of termination of this contract for whatever reason, the earned fees or other consideration shall be computed on a pro-rata basis without penalty, and the Company shall refund the excess of paid fees or other consideration to The School Board of Broward County within thirty (30) days from the date of termination.</p>			
<p><b><u>Rerating Endorsement</u></b></p> <p>Notwithstanding any provision in the contract to the contrary, the Company may not effect any increase of rates or other consideration applicable to this contract prior to the later of:</p> <ul style="list-style-type: none"> <li>A. the end of any twelve (12) month anniversary of the contract; or</li> <li>B. at least ninety (90) days after receipt by The School Board of Broward County of valid written notice from the Company, stating specifically the amount of change proposed. 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.</li> </ul> <p>The written notice of any change in rates or other change in consideration shall be delivered by certified mail to:</p> <p>Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351</p>			

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

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

#### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.2 Boiler & Machinery Coverage (Continued)

Model Program Requested – Boiler & Machinery	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<u>Claim Reporting Endorsement</u> It is understood and agreed that, notwithstanding any provision contained in this contract to the contrary, the Insured will be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence is made to the Company as soon as practicable after knowledge by the Director, Risk Management, The School Board of Broward County, Florida, that such occurrence will, or is likely to, result in a claim under the contract. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respect to any such occurrence or claim.			
<u>Prohibition of Warranty Endorsement</u> The Company acknowledges that the Insured has made a reasonable attempt to provide the Company with all known relevant rating and loss data. The Company therefore waives any right of denial of coverage or avoidance of this policy based upon any expressed or implied warranty or representation (whether written or oral) that the data provided discloses all such rating, underwriting, and loss data known to exist.			
<u>Subrogation Endorsement</u> The Company shall not acquire any rights of recovery which the Insured has waived prior to the accident or occurrence, nor shall such waiver affect the Insured's rights under this policy. The right of subrogation against any Insured, subsidiary or affiliate, director, officer, official, or employee shall be waived by the Company. The Insured shall do nothing after the accident or occurrence to prejudice the Company's rights.			
<u>Loss Statistics</u> For those claims for which the insurer has established a reserve or made payment, updated cumulative loss data must be rendered at least quarterly and at any other time at the request of SBBC. This loss information must include for each claim: A. Department/division/school (for allocation purposes) B. Date of loss C. Date claim made D. Description of loss E. Amount paid to date F. Reserve for future payments G. Deductible applicable (if any) Loss reports are to continue on a quarterly basis until all claims are closed.			
<u>Scope of Coverage</u> The proposed coverage shall be no more restrictive than the current Boiler and Machinery Policy, a copy of which is provided in Attachment B to this RFP.			
<u>Omnibus Endorsement</u> The schedule of locations shall include any location within the coverage territory of the policy and which is owned by SBBC or leased by and operated under SBBC's control and for which they are legally liable.			
<u>Amount of Coverage</u> \$50,000,000 per accident - Direct Damage, Utility Interruption, and Refrigeration Interruption  Actual Loss Sustained - Business Interruption and Extra Expense			

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

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

##### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.2 Boiler & Machinery Coverage (Continued)

Model Program Requested – Boiler & Machinery	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<u>Deductible</u> \$10,000 any one Accident - Direct Damage, Business Interruption, Extra Expense, and Refrigeration Interruption			
<u>Joint Loss Agreement Endorsement</u> Loss Adjustment Endorsement (BM 99 42), as filed by ISO for use in Florida, should be attached to the policy.			
<u>Commission and Fees Disclosure</u> The firm with whom SBBC contracts agrees to provide full disclosure to SBBC of all payments and fees relating to the coverage provided for SBBC.			
<u>Inspections</u> The firm with whom SBBC contracts agrees to provide Deputy State Inspectors who will physically inspect SBBC's boilers in accordance with the Florida State Law, including biennial inspections of boilers in places of public assembly. The inspectors will file their reports to the State so that operating certificates can be issued by the State.			

##### 4.3.2.3 Crime Coverage

The contract terms and conditions stipulated in Model Program Requested are those desired by the SBBC, and preference will be given to those proposals in full or substantial compliance with the model program. However, after allowance for all deviations, all timely proposals received will be considered. Proposers are cautioned that restrictive deviations from the model program must be clearly described in the proposal.

Model Program Requested – Crime	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<u>Named Insured Endorsement</u> The School Board of Broward County, Florida  plus  Any affiliated or subsidiary board, authority, committee or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a body politic created by a listed named insured; or one in which controlling interest or membership therein is vested in a listed named insured.			

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

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

#### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.3 Crime Coverage (Continued)

Model Program Requested – Crime	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<u>Contract Period</u> July 1, 2006 through June 30, 2011 (5 years) (12:01 a.m., both dates) with consideration to be paid in installments at inception and at each anniversary thereafter (unless additional deferred payment terms are offered).			
<u>Sole Agent Endorsement</u> It is agreed that The School Board of Broward County, Florida, shall be Sole Agent of the Insured with respect to premium payment, cancellation, participation and/or dividend provisions of this contract. Any notice with respect to the foregoing shall be sent to: Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351			
<u>Termination &amp; Non-Renewal Endorsement</u> Notwithstanding any provision in this contract to the contrary, except with respect to cancellation of the contract for non-payment, the Company may not cancel, non-renew, restrict coverage, or restrict the Company's contractual obligations with respect to this contract prior to the later of: A. the end of any twelve (12) month anniversary of the contract; or B. at least ninety (90) days after receipt by The School Board of Broward County of valid written notice from the Company of the Company's intention with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Company's contractual obligations.  The Company may not effect cancellation of this contract for non-payment of premium until at least sixty (60) days after receipt by The School Board of Broward County of valid written notice from the Company of the Company's intention with respect to such cancellation.  The written notice of any cancellation, non-renewal or restriction of the Company's contractual obligations shall be delivered by certified mail to: Director, Risk Management The School Board of Broward County, Florida 7770 West Oakland Park Blvd., Suite 206 Sunrise, FL 33351  This contract may be canceled at any time at the request of The School Board of Broward County by written notice to the Company stating when thereafter cancellation is to be effective. In the event of termination of this contract for whatever reason, the earned fees or other consideration shall be computed on a pro-rata basis without penalty and the Company shall refund the excess of paid fees or other consideration to The School Board of Broward County within thirty (30) days from the date of termination.			

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

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

##### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.3 Crime Coverage (Continued)

Model Program Requested – Crime	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<p><b><u>Rating Endorsement</u></b>  Notwithstanding any provision in the contract to the contrary, the Company may not effect any increase of rates or other consideration applicable to this contract prior to the later of:</p> <p>A. the end of any twelve (12) month anniversary of the contract; or  B. at least ninety (90) days after receipt by the School Board of Broward County of valid written notice from the Company, stating specifically the amount of change proposed. 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.</p> <p>The written notice of any change in rates or other change in consideration shall be delivered by certified mail to:  Director, Risk Management  The School Board of Broward County, Florida  7770 West Oakland Park Blvd., Suite 206  Sunrise, FL 33351</p>			
<p><b><u>Claim Reporting Endorsement</u></b>  It is understood and agreed that, notwithstanding any provision contained in this contract to the contrary, the Insured will be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence is made to the Company as soon as practicable after knowledge by the Director, Risk Management, The School Board of Broward County, Florida, that such occurrence will, or is likely to, result in a claim under the contract. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respect to any such occurrence or claim.</p>			
<p><b><u>Prohibition of Warranty Endorsement</u></b>  The Company acknowledges that the Insured has made a reasonable attempt to provide the Company with all known relevant rating and loss data. The Company therefore waives any right of denial of coverage or avoidance of this policy based upon any expressed or implied warranty or representation (whether written or oral) that the data provided discloses all such rating, underwriting, and loss data known to exist.</p>			
<p><b><u>Subrogation Endorsement</u></b>  The Company shall not acquire any rights of recovery which the Insured has waived prior to the accident or occurrence, nor shall such waiver affect the Insured's rights under this policy. The right of subrogation against any Insured, subsidiary or affiliate, director, officer, official, or employee shall be waived by the Company. The Insured shall do nothing after the accident or occurrence to prejudice the Company's rights.</p>			

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

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

##### 4.3.2 Scope of Coverage and Services Provided (Continued):

##### 4.3.2.3 Crime Coverage (Continued)

Model Program Requested – Crime	Yes, Can Comply	Yes, Can Comply But with Deviations	No, Cannot Comply
<p><b>Loss Statistics</b> For those claims for which the insurer has established a reserve or made payment, updated cumulative loss data must be rendered at least quarterly and at any other time at the request of SBBC. This loss information must include for each claim:</p> <p>A. Department/division/school (for allocation purposes) B. Date of loss C. Date claim made D. Description of loss E. Amount paid to date F. Reserve for future payments G. Deductible or Self-Insured Retention applicable (if any)</p> <p>Loss reports are to continue on a quarterly basis until all claims are closed.</p>			
<p><b>Scope of Coverage</b> The proposed coverage shall be no more restrictive than the current Crime Policy, a copy of which is provided in Attachment B to this RFP.</p>			
<p><b>Employee Theft – Per Loss Coverage</b> \$5,000,000 limit subject to a \$100,000 deductible</p>			
<p><b>Individual Excess Public Employee Dishonesty &amp; Faithful Performance for Specified Positions</b>  Individual Position Bond excess of Public Employee Dishonesty &amp; Faithful Position Blanket Bond Insuring Agreement for each of the following positions:</p> <ol style="list-style-type: none"> <li>1) Deputy Superintendent, Facilities, and Construction Management</li> <li>2) Director, Property Management, and Site Acquisitions</li> <li>3) Comptroller/Budget</li> <li>4) Director, Capital Systems Reporting and Control</li> <li>5) Treasurer</li> <li>6) Director, Budget</li> <li>7) Director, Accounting</li> <li>8) Director, Broward Education Foundation Inc.</li> <li>9) Chief Information Officer</li> </ol> <p>\$10,000,000 limit excess of primary \$5,000,000 Public Employee Dishonesty &amp; Faithful Performance Blanket Bond</p>			

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

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

##### **4.3.2 Scope of Coverage and Services Provided (Continued):**

##### **4.3.2.3 Crime Coverage (Continued)**

<b>Model Program Requested – Crime</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But with Deviations</b>	<b>No, Cannot Comply</b>
<b><u>Forgery or Alteration Coverage</u></b> \$1,000,000 limit subject to a \$25,000 deductible			
<b><u>Theft of Money and Securities</u></b> \$50,000 limit subject to a \$25,000 deductible			
<b><u>Computer Fraud Coverage</u></b> \$5,000,000 limit subject to a \$100,000 deductible			
<b><u>Amend Cancellation as to Any Employee</u></b> The policy provision relative to cancellation as to any employee shall be amended to be: "Immediately upon discovery by the Risk and Benefits Officer (or other individual responsible for such duties) of "theft" or any other dishonest act committed by the "employee" in an amount greater than \$25,000, whether before or after becoming employed by you."			
<b><u>Commission and Fees Disclosure</u></b> The firm with whom SBBC contracts agrees to provide full disclosure to SBBC of all payments and fees relating to the coverage provided for SBBC.			

- 4.3.3 Cost of Coverage (Maximum 30 allowable points):** In order to compare proposals and establish budgets, it is critical that all proposals be based on an objective, reasonably forecastable basis. Describe the proposed cost of coverage on the Cost of Coverage forms provided as Attachment D of this RFP. SBBC would prefer proposals based on a flat (non-adjustable) basis.

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

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

**4.3.4 M/WBE Information (10 points):**

<b>4.3.4.1</b>	<p><b><u>Participation</u></b> Is your firm a certified Minority/Women Business Enterprise (M/WBE) by SBBC?</p> <p>If yes, provide certification number: _____</p> <p>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.</p> <p>Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the coverages 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).</p>
	<p>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.</p>
	<p>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.</p>
	<p><b>Note:</b> 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.</p>
<b>4.3.4.2</b>	<p><b><u>Diversity</u></b> 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:</p> <p>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). <b>Note: Personnel should be employees of the proposing company.</b></p> <p>Describe how diversity is incorporated into your company's operations. 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.).</p>
<b>4.3.4.3</b>	<p><b><u>Community Outreach</u></b> 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.</p>



## **5.0 EVALUATION OF PROPOSALS**

- 5.1 The Evaluation Committee (hereinafter referred to as the "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:

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

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 ranked 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:

- 5.5.1 If the primary awardee cannot comply with delivery requirements or specifications;
- 5.5.2 If 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 If 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 24, 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 27-033V, Excess Workers' Compensation, Boiler & Machinery, and Crime Insurance Coverages**

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 10 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 proposers 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, perform 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 **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.
- 6.3.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 6.3.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- 6.3.3 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.
- 6.3.4 Worker' Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- 6.3.5 Employee Dishonesty Insurance covering awardee and the Board against loss caused by dishonesty of 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, 30 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 Proposals 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:** Coverages offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Coverages 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. In addition, Siver Insurance Consultants will be providing consultant services to SBBC in relation to this RFP. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of Siver Insurance Consultants.
- 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](http://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.

7.22 **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 day 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."

## 7.0 GENERAL CONDITIONS (Continued)

- 7.22 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS (Continued):** 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.
- 7.23 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and on [www.demandstar.com](http://www.demandstar.com) on **May 9, 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](http://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 day 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 day 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.



## 7.0 GENERAL CONDITIONS (Continued)

- 7.23 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** 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.
- 7.24 **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.

## 7.0 GENERAL CONDITIONS (Continued)

### **7.27 SBBC PHOTO IDENTIFICATION BADGE (Continued):**

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 an 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.**

Badges are to be returned to SBBC 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.

**7.28 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](http://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.

## 7.0 GENERAL CONDITIONS (Continued)

- 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.
- 7.33 **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.

## **7.0 GENERAL CONDITIONS (Continued)**

- 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 Addenda.
- 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 Addenda, 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**

**Questionnaires**

**For**

**Insurance Coverage Proposals**

- A1 Excess Workers' Compensation**
- A2 Boiler and Machinery**
- A3 Crime**

**EXCESS WORKERS' COMPENSATION**

**QUESTIONNAIRE**

**IDENTIFICATION OF AGENT/BROKER**

Name of Firm:

\_\_\_\_\_

Address of office from  
which primary services  
will be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact:

\_\_\_\_\_

Telephone No.:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

**IDENTIFICATION OF INSURER**

Name of Firm:

\_\_\_\_\_

Address of office from  
which primary services  
will be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact:

\_\_\_\_\_

Telephone No.:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

**MINIMUM QUALIFICATIONS OF PROPOSER**

**Designated Project Team**

Indicate the name, office address, telephone number, e-mail address and fax number of those individuals of your firm who, in accordance with Proposers Qualifications in Section 4.3.1 of this RFP, will be members of the Designated Project Team if your proposal is selected.



Properly Licensed

Each proposer, and any person or organization which would provide services or coverage if the proposal were accepted, is properly licensed under the laws of Florida as of the due date for submittal of proposals and, if the proposal were accepted, would be properly licensed throughout the duration of its contract.

(Indicate yes or no) \_\_\_\_\_

Rating by Rating Firms

For the insurer identified on Attachment A1, Page 1 indicate below the latest rating by each of the following rating firms. If a rating firm has not rated the insurer, indicate "None" in the column titled "Rating." All blanks under the column titled "Rating" should be completed with either the latest rating by the rating firm or "None" if the rating firm has not rated the insurer.

Rating FirmRating

A. M. Best

\_\_\_\_\_

Moody's

\_\_\_\_\_

Standard &amp; Poors

\_\_\_\_\_

If the insurer identified on Attachment A1, Page 1 is not rated by any of the above rating firms, include as an attachment to your proposal, the insurer's last audited financial statement issued by a certified public accountant, which:

- A. is dated no earlier than 18 months prior to the proposal return date specified in the RFP;
- B. offers an unqualified opinion of the financial viability of the person or organization; and
- C. indicates an unencumbered net worth of \$25 million or more.

If the insurer identified on Attachment A1, Page 1 is not rated by any of the above rating firms, provide the number of consecutive years the insurer has been successfully operating in the state of Florida.

\_\_\_\_\_



**SCOPE OF COVERAGES/SERVICES OFFERED****Attachment of Contracts or Policies**

Each proposer shall include as an attachment to the proposal, a complete copy of the policy(ies) including rates and all forms or endorsements which would be made a part of their policy(ies) were their proposal to be accepted. Reference to form numbers or other description of forms, without attachment of a copy of the forms themselves, will not be acceptable. If the preprinted forms are to be amended in any way, the Proposal or the preprinted form should indicate the specific changes which will be included in the proposal if accepted.

**Enhancements Over Request for Proposals**

If your proposal offers enhancements to the coverages or services requested in the RFP, describe the nature and importance of any such enhancements (attach additional pages, if necessary).

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 (attach additional pages, if necessary), the extent of non-compliance and the alternative term, coverage, endorsement, provision, condition or other requirement proposed.

SEVERABILITY OF PROPOSALS

Please explain below if any of the coverages you propose individually herein for the School Board must be combined with any other coverage or service. Please indicate if your offer is conditional on the acceptance of any other offer.

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Unless indicated to the contrary, it shall be assumed that this proposal for coverage is severable and not subject to the acceptance of any other offer.

**PROPOSER'S WARRANTY**

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

- A. The undersigned is an authorized representative of the proposer, and has submitted the answers and data on behalf of the proposer;
- B. This proposal is offered in full compliance with the Minimum Qualifications of Proposer set forth in Section 2.6 of the RFP;
- C. The undersigned has been specifically authorized by the insurer(s) to offer a policy in full compliance with all terms, coverages, endorsements, conditions, and requirements, as set forth in this RFP other than those deviations noted above;
- D. This proposal is not subject to any mandatory recommendations, other than those noted above;
- E. The undersigned is offering this proposal on behalf of the insurer(s) and, as such, is acting on behalf of the insurer(s) and not the prospective insureds;
- F. If this proposal is accepted, the policy will be issued as proposed;
- G. 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;
- H. 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;
- I. 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;
- J. 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;
- K. The undersigned acknowledges receipt of the entire RFP and the following additional addenda [indicate additional addenda numbers or, if applicable, none]. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Typed Name of Proposer

\_\_\_\_\_  
Date

**BOILER & MACHINERY COVERAGE**

**QUESTIONNAIRE**

**IDENTIFICATION OF AGENT/BROKER**

Name of Firm: \_\_\_\_\_

Address of office from  
which primary services  
will be provided: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**IDENTIFICATION OF INSURER**

Name of Firm: \_\_\_\_\_

Address of office from  
which primary services  
will be provided: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**MINIMUM QUALIFICATIONS OF PROPOSER**

**Designated Project Team**

Indicate the name, office address, telephone number, e-mail address and fax number of those individuals of your firm who, in accordance with Proposers Qualifications in Section 4.3.1 of this RFP, will be members of the Designated Project Team if your proposal is selected.

Name: \_\_\_\_\_

**Firm Name & Address:**

[illegible]

Principal Account Executive

Each proposer should identify a specific individual as a Principal Account Executive. Indicate below the specific individual, whom you have identified as a member of your Designated Project Team above, who will serve as the Principal Account Executive and who has the authority to represent the proposer in all matters with respect to this proposal:

\_\_\_\_\_

Properly Licensed

Each proposer, and any person or organization which would provide services or coverage if the proposal were accepted, is properly licensed under the laws of Florida as of the due date for submittal of proposals and, if the proposal were accepted, would be properly licensed throughout the duration of its contract.

(Indicate yes or no) \_\_\_\_\_

Rating by Rating Firms

For the insurer identified on Attachment A2, Page 1, indicate below the latest rating by each of the following rating firms. If a rating firm has not rated the insurer, indicate "None" in the column titled "Rating." All blanks under the column titled "Rating" should be completed with either the latest rating by the rating firm or "None" if the rating firm has not rated the insurer.

Rating FirmRating

A. M. Best

Moody's

Standard &amp; Poors

_____
_____
_____

If the insurer identified on Attachment A2, Page 1 is not rated by any of the above rating firms, include as an attachment to your proposal the insurer's last audited financial statement issued by a certified public accountant, which:

- A. is dated no earlier than 18 months prior to the proposal return date specified in the RFP;
- B. offers an unqualified opinion of the financial viability of the person or organization; and
- C. indicates an unencumbered net worth of \$25 million or more.

If the insurer identified on Attachment A2, Page 1 is not rated by any of the above rating firms, provide the number of consecutive years the insurer has been successfully operating in the state of Florida.

\_\_\_\_\_

**SCOPE OF COVERAGES/SERVICES OFFERED****Attachment of Contracts or Policies**

Each proposer shall include as an attachment to the proposal, a complete copy of the policy(ies) including rates and all forms or endorsements which would be made a part of their policy(ies) were their proposal to be accepted. Reference to form numbers or other description of forms, without attachment of a copy of the forms themselves, will not be acceptable. If the preprinted forms are to be amended in any way, the Proposal or the preprinted form should indicate the specific changes which will be included in the proposal if accepted.

**Enhancements Over Request for Proposals**

If your proposal offers enhancements to the coverages or services requested in the RFP, describe the nature and importance of any such enhancements (attach additional pages, if necessary).

**Inspection Services**

Please explain the Proposer's work plan for performing the inspections required by the State of Florida and any other inspections included in the proposal (attach additional pages, if necessary).

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 (attach additional pages, if necessary), the extent of non-compliance and the alternative term, coverage, endorsement, provision, condition or other requirement proposed.

SEVERABILITY OF PROPOSALS

Please explain below if any of the coverages you propose individually herein for the School Board must be combined with any other coverage or service. Please indicate if your offer is conditional on the acceptance of any other offer.

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Unless indicated to the contrary, it shall be assumed that this proposal for coverage is severable and not subject to the acceptance of any other offer.



**PROPOSER'S WARRANTY**

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

- A. The undersigned is an authorized representative of the proposer, and has submitted the answers and data on behalf of the proposer;
- B. This proposal is offered in full compliance with the Minimum Qualifications of Proposer set forth in Section 2.6 of the RFP;
- C. The undersigned has been specifically authorized by the insurer(s) to offer a policy in full compliance with all terms, coverages, endorsements, conditions, and requirements, as set forth in this RFP other than those deviations noted above;
- D. This proposal is not subject to any mandatory recommendations, other than those noted above;
- E. The undersigned is offering this proposal on behalf of the insurer(s) and, as such, is acting on behalf of the insurer(s) and not the prospective insureds;
- F. If this proposal is accepted, the policy will be issued as proposed;
- G. 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;
- H. 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;
- I. 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;
- J. 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;
- K. The undersigned acknowledges receipt of the entire RFP and the following additional addenda [indicate additional addenda numbers or, if applicable, none]. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Typed Name of Proposer

\_\_\_\_\_  
Date

**CRIME COVERAGE**

**QUESTIONNAIRE**

**IDENTIFICATION OF AGENT/BROKER**

Name of Firm:

\_\_\_\_\_

Address of office from  
which primary services  
will be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact:

\_\_\_\_\_

Telephone No.:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

**IDENTIFICATION OF INSURER**

Name of Firm:

\_\_\_\_\_

Address of office from  
which primary services  
will be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact:

\_\_\_\_\_

Telephone No.:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

**MINIMUM QUALIFICATIONS OF PROPOSER**

**Designated Project Team**

Indicate the name, office address, telephone number, e-mail address and fax number of those individuals of your firm who, in accordance with Proposers Qualifications in Section 4.3.1 of this RFP, will be members of the Designated Project Team if your proposal is selected.

Name:

Firm Name &amp; Address:

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Ph:

Fax:

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Ph:

Fax:

Principal Account Executive

Each proposer should identify a specific individual as a Principal Account Executive. Indicate below the specific individual, whom you have identified as a member of your Designated Project Team above, who will serve as the Principal Account Executive and who has the authority to represent the proposer in all matters with respect to this proposal:

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Properly Licensed

Each proposer, and any person or organization which would provide services or coverage if the proposal were accepted, is properly licensed under the laws of Florida as of the due date for submittal of proposals and, if the proposal were accepted, would be properly licensed throughout the duration of its contract.

(Indicate yes or no) \_\_\_\_\_

Rating by Rating Firms

For the insurer identified on Attachment A3, Page 1, indicate below the latest rating by each of the following rating firms. If a rating firm has not rated the insurer, indicate "None" in the column titled "Rating." All blanks under the column titled "Rating" should be completed with either the latest rating by the rating firm or "None" if the rating firm has not rated the insurer.

<u>Rating Firm</u>	<u>Rating</u>
A. M. Best	_____
Moodys	_____
Standard & Poors	_____

If the insurer identified on Attachment A3, Page 1 is not rated by any of the above rating firms, include as an attachment to your proposal the insurer's last audited financial statement issued by a certified public accountant, which:

- A. is dated no earlier than 18 months prior to the proposal return date specified in the RFP;
- B. offers an unqualified opinion of the financial viability of the person or organization; and
- C. indicates an unencumbered net worth of \$25 million or more.

If the insurer identified on Attachment A3, Page 1 is not rated by any of the above rating firms, provide the number of consecutive years the insurer has been successfully operating in the state of Florida.

\_\_\_\_\_

**SCOPE OF COVERAGES/SERVICES OFFERED****Attachment of Contracts or Policies**

Each proposer shall include as an attachment to the proposal, a complete copy of the policy(ies) including rates and all forms or endorsements which would be made a part of their policy(ies) were their proposal to be accepted. Reference to form numbers or other description of forms, without attachment of a copy of the forms themselves, will not be acceptable. If the preprinted forms are to be amended in any way, the Proposal or the preprinted form should indicate the specific changes which will be included in the proposal if accepted.

**Enhancements Over Request for Proposals**

If your proposal offers enhancements to the coverages or services requested in the RFP, describe the nature and importance of any such enhancements (attach additional pages, if necessary).

**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 (attach additional pages, if necessary), the extent of non-compliance and the alternative term, coverage, endorsement, provision, condition or other requirement proposed.

**SEVERABILITY OF PROPOSALS**

Please explain below if any of the coverages you propose individually herein for the School Board must be combined with any other coverage or service. Please indicate if your offer is conditional on the acceptance of any other offer.

---

---

---

Unless indicated to the contrary, it shall be assumed that this proposal for coverage is severable and not subject to the acceptance of any other offer.

**PROPOSER'S WARRANTY**

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

- A. The undersigned is an authorized representative of the proposer, and has submitted the answers and data on behalf of the proposer;
- B. This proposal is offered in full compliance with the Minimum Qualifications of Proposer set forth in Section 2.6 of the RFP;
- C. The undersigned has been specifically authorized by the insurer(s) to offer a policy in full compliance with all terms, coverages, endorsements, conditions, and requirements, as set forth in this RFP other than those deviations noted above;
- D. This proposal is not subject to any mandatory recommendations, other than those noted above;
- E. The undersigned is offering this proposal on behalf of the insurer(s) and, as such, is acting on behalf of the insurer(s) and not the prospective insureds;
- F. If this proposal is accepted, the policy will be issued as proposed;
- G. 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;
- H. 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;
- I. 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;
- J. 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;
- K. The undersigned acknowledges receipt of the entire RFP and the following additional addenda [indicate additional 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**

## **Underwriting Data & Current Policies**



## Excess Workers' Compensation

## Underwriting Data

Estimated Payroll by Classification for 2006-2007

<u>Code</u>	<u>Classification</u>	<u>Est. Payroll</u>
8868	Professional, Employees & Clerical	\$1,060,543,269
7383	School Bus Drivers	\$ 37,021,875
9101	All Other Employees	\$ <u>142,074,256</u>
	Total	\$1,239,639,400

## **ATTACHMENT B**

### **Boiler and Machinery**

#### **Underwriting Data**

Refer to the property schedule in this Attachment B.

There are approximately 135 locations with approximately 205 objects to be inspected annually and reported to the State of Florida. Biennial inspections of boilers are to be performed in places of public assembly, as required by the State of Florida.

## Crime Coverage

## Underwriting Data

30,000 Total Full-Time School Board Employees and  
9,450 Total Part-Time School Board Employees

Includes 17,000 teachers, any and all of which may, at some time, collect funds for field trips. These funds are then placed in the hands of the school's bookkeeper for appropriate accounting. There is one bookkeeper located at each school and, at present, there are a total of 262 sites.

# of Employees  
in Each Position

Position

1	Deputy Superintendent, Facilities, and Construction Management
1	Director, Property Management, and Site Acquisitions
1	Comptroller/Budget
1	Director, Capital Systems Reporting and Control
1	Treasurer
1	Director, Budget
1	Director, Accounting
1	Director, Broward Education Foundation Inc.
1	Chief Information Officer
1	Deputy Superintendent

## Property Schedule

**School Board of Broward County**  
**Property Value 2005-2006**  
**Submission**

FACILITY No.	Area	Address	City	School Name	Total Permitted Square Feet 10-16	Building	Contents	Total Sq. Ft.	Prop. Zone	Grnd. Cont.	Yr. Bldg.	1-2 Stor.	3-4 Stor.	Total Bldg.	Memorize	
0011	N	620 NE 1 St.	Deerfield Beach	Deerfield Beach	80,973	7,433,331.40	1,858,330.35	9,291,661.75	AH		1927	10	2	0	12	76
0031	NC	936 NE 33 St.	Oakland Park	Oakland Park	55,689	5,112,230.20	1,278,062.55	6,390,292.75	AE		1927	12	0	0	12	66
		936 NE 33 St.	Oakland Park	Oakland Park - Modular Units	27,450	2,042,280.00	510,570.00	2,552,850.00	AE		2005	4	0	0	4	76
0041	SC	120 NE 11 St.	Fort Lauderdale	North Side	73,763	6,371,443.40	1,692,860.83	8,464,304.23	X		1927	6	1	0	7	76
0101	S	300 SE 2 Ave	Dania	Dania	71,667	6,579,030.60	1,644,751.65	8,223,782.25	AE/X		1938	10	0	0	10	67
0121	S	3501 Taff St.	Hollywood	Hollywood Hills	54,610	5,013,198.00	1,253,299.50	6,266,497.50	SI/X		1920	8	0	0	8	73
0131	S	1700 Monroe St.	Hollywood	Hollywood Central	89,206	8,189,110.80	2,047,277.70	10,236,388.50	SI/X		1995	4	3	0	9	92
0131	SC	3600 SW 11 Ct.	Fort Lauderdale	Riverland	98,559	9,459,127.80	1,239,781.95	6,198,909.75	X		1974	16	0	0	16	110
		3600 SW 11 Ct.	Fort Lauderdale	Riverland - Modular Units	1,920	142,848.00	35,712.00	178,560.00	SI/X		1973	4	1	0	5	79
0161	S	6301 Hollywood Blvd	Hollywood	West Hollywood	72,898	6,092,036.40	1,673,009.10	8,365,045.50	SI/X		2005	4	0	0	4	3
0191	SC	3401 NE 3 Ave	Fort Lauderdale	Weston Mammors	76,049	7,164,898.20	1,791,224.55	8,956,122.75	AE		1991	4	1	0	5	70
0201	SC	1755 NE 14 St.	Fort Lauderdale	Bennett	64,393	5,011,277.40	1,477,819.35	7,389,096.75	SI/X		1958	3	2	0	5	62
		1755 NE 14 St.	Fort Lauderdale	Bennett - Modular Units	4,800	357,120.00	89,280.00	446,400.00	SI/X		2005	9	1	0	10	62
0231	SC	1800 SW 4 Ave	Fort Lauderdale	Crossant Park	92,983	8,535,839.40	2,133,959.85	10,669,799.25	SI/X		1992	4	2	0	7	88
		1800 SW 4 Ave	Fort Lauderdale	Crossant Park - Modular Units	8,964	666,921.60	166,230.40	833,652.00	SI/X		2004	4	0	0	4	88
0271	S	3701 Phunkett St.	Hollywood	Colbert	8,964	5,220,023.40	1,305,005.85	6,525,029.25	SI/X		1952	4	0	0	4	92
0271	SC	3330 NW 12 Ct.	Fort Lauderdale	Dillard	82,106	7,537,350.80	1,884,332.70	9,421,683.50	SI/X		1993	5	2	0	7	82
0321	SC	1001 NW 4 St.	Fort Lauderdale	Walker	117,168	10,756,022.40	2,689,005.60	13,445,028.00	AE		1997	6	0	0	6	100
		1001 NW 4 St.	Fort Lauderdale	Walker - Modular Units	8,402	625,108.80	156,277.20	781,386.00	AE		2001	4	0	0	4	100
0331	S	1050 NW 2 St.	Dania	Collins	48,723	4,427,271.40	1,118,192.85	5,520,064.25	AE		1957	10	0	0	10	38
		1050 NW 2 St.	Dania	Collins - Modular Units	5,800	431,220.00	107,880.00	539,400.00	AE		2004	4	0	0	4	10
0341	S	2400 Meade St.	Hollywood	Beltrone	87,594	8,041,122.20	2,010,282.30	10,051,411.50	AE		1995	11	0	0	11	100
0391	N	650 SW 3rd Ave	Deerfield Beach	Deerfield Park	109,963	9,452,002.40	2,363,000.85	11,815,003.25	SI/X		1995	8	0	0	8	75
0431	SC	1400 NW 14 Ct.	Fort Lauderdale	Lauderdale Mammors	111,461	10,221,119.80	2,558,029.95	12,779,149.75	SI/X		1955	10	1	0	11	84
0461	S	1307 N. 28 Ave	Hollywood	Oakridge	64,689	6,324,019.20	1,581,002.55	7,905,012.75	AE		1959	12	1	0	13	72
0491	SC	900 SE 13 St.	Fort Lauderdale	Westridge	41,623	3,821,175.00	953,292.75	4,774,467.75	SI/X		1959	14	0	0	14	51
0501	SC	441 NW 35 Ave	Fort Lauderdale	Broward Estates	72,819	6,276,584.20	1,694,146.05	8,470,730.25	AE		1957	16	0	0	16	73
		441 NW 35 Ave	Fort Lauderdale	Broward Estates - Modular Units	19,875	1,478,700.00	360,675.00	1,838,375.00	AE		2005	4	0	0	4	16
0511	S	3320 SW 32 Ave	Deerfield Beach	Deerfield Park	105,634	9,692,032.20	2,424,759.30	12,116,791.50	SI/X		1996	1	1	0	2	98
0531	NC	345 NE 36 St.	Fort Lauderdale	North Andrews Gardens	96,635	8,811,093.00	2,217,773.25	11,028,866.25	AH		1958	5	2	0	7	72
		345 NE 36 St.	Fort Lauderdale	North Andrews Gardens	103,972	9,724,098.60	2,431,024.65	12,155,123.25	SI/X		1993	5	1	0	6	69
0531	S	6831 SW 26 St.	Mitmore	Mitmore	14,357	1,066,160.80	267,040.20	1,333,201.00	SI/X		2004	4	0	0	4	124
		6831 SW 26 St.	Mitmore	Mitmore - Modular Units	107,260	9,846,468.00	2,461,617.00	12,308,085.00	SI/X		1958	12	1	0	13	67
0561	N	3931 NE 56 St.	Pompano Beach	Northcrest	80,485	7,388,223.00	1,842,120.25	9,230,343.25	SI/X		1993	4	0	0	4	121
0571	N	4157 NE 1 Ter	Pompano Beach	Teiler	40,212	3,661,172.80	915,343.20	4,576,516.00	SI/X		2005	4	0	0	4	58
		4157 NE 1 Ter	Pompano Beach	Teiler - Modular Units	76,650	7,034,634.00	1,758,658.50	8,793,292.50	SI/X		1993	1	1	0	2	58
0611	SC	919 NW 13 Ave	Fort Lauderdale	Sundown Park	60,079	5,515,352.20	1,378,812.05	6,894,164.25	AH		1961	14	0	0	14	105
0621	NC	3350 NW 12 Place	Fort Lauderdale	Lauderdale	91,779	8,608,012.20	2,152,228.05	10,760,140.25	SI/X		1958	10	1	0	11	83
0631	SC	2861 SW 9 St.	Fort Lauderdale	Westwood Heights	61,106	5,609,536.80	1,402,382.70	7,011,919.50	SI/X		1993	1	0	0	1	3
0641	SC	1173 Middle River Dr.	Fort Lauderdale	Delview	90,534	8,624,397.20	1,167,099.20	9,791,496.40	SI/X		1960	12	0	0	12	57
0681	SC	2301 NW 26 Street	Fort Lauderdale	Rock Island Annex	93,952	8,465,744.00	1,166,316.00	9,632,060.00	SI/X		1990	4	1	0	5	83
		2301 NW 26 Street	Fort Lauderdale	Rock Island Annex	6,460	465,744.00	116,316.00	582,060.00	SI/X		2004	4	0	0	4	5
0711	S	7135 46 Ave	Hollywood	Orange Brook	50,423	4,608,531.40	1,157,207.45	5,765,738.85	SI/X		1920	15	0	0	15	72
0721	S	2700 NW 60 Ave	Hollywood	Drifwood	80,701	7,408,381.80	1,852,087.95	9,260,469.75	AH		1960	16	0	0	16	66
0731	SC	1500 SW 66 Ave	Pompano	Pompano	88,273	8,103,460.40	2,053,865.35	10,157,325.75	AH		1971	5	0	0	5	83
		1500 SW 66 Ave	Pompano	Pompano - Modular Units	2,840	285,695.00	71,424.00	357,120.00	AH		2001	4	0	0	4	83
0751	N	700 NE 13 Ave	Pompano Beach	Woodloch	79,211	7,277,077.20	1,819,269.45	9,096,346.65	SI/X		1993	9	0	0	9	69
0761	SC	2200 SW 46 Ave	Fort Lauderdale	Woodloch	62,053	5,782,023.00	1,445,905.75	7,227,928.75	SI/X		1995	11	0	0	11	81
		2200 SW 46 Ave	Fort Lauderdale	Woodloch - Modular Units	6,232	1,784,982.40	446,332.00	2,231,314.40	SI/X		2003	4	0	0	4	90
0811	NC	1800 SW 62 Ave	Pompano Beach	Woodloch	67,021	6,133,571.60	1,538,384.00	7,671,955.60	AH		1990	9	0	0	9	92
0831	S	3350 SW 48 Ave	Pompano Beach	Blake Forest	103,918	9,546,069.80	2,386,574.60	11,932,644.40	AE		1998	9	0	0	9	92
0841	N	1350 SE 9 Ave	Pompano Beach	Florida	104,430	9,586,616.00	2,396,646.30	11,983,262.30	X		1958	14	0	0	14	60
0851	NC	5231 NE 14 Wp	Fort Lauderdale	Flornash	106,120	9,241,816.00	2,433,454.00	12,175,270.00	X		2000	1	1	0	2	79
0891	N	800 NW 16 St.	Pompano Beach	Sanders Park	72,352	6,660,221.60	1,663,068.40	8,323,290.00	AH		1963	7	0	0	7	82
		800 NW 16 St.	Pompano Beach	Sanders Park - Modular Units	7,902	387,990.80	146,972.20	534,963.00	AH		2001	4	0	0	4	79
0901	N	801 NE 23 St.	Pompano Beach	Creshtown	104,972	9,454,632.60	2,409,107.40	12,043,740.00	SI/X		1993	4	1	0	5	79

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Facility No.	Area	Address	City	School Name	Permitted Seating 2005-06	Building 2005-06	Contents 2005-06	Total 2005-06	Food Zone 2	Control	Year Built	Year Renov	Year Renov	Year Renov	Total Employees
0021	SC	801 NE 25 St.	Pompano Beach	Cresthaven - Modular Units	2,092	221,860.80	55,465.20	277,326.00	SHX	4	2003				71
0021	SC	3471 SW 22 St.	Fort Lauderdale	Forster, Stephen	66,534	6,107,821.30	1,534,955.30	7,642,776.60	SHX	4	1961	15	0	0	15
0021	SC	851 NW 68 Ave	Plantation	Peters	39,631	5,474,125.80	1,566,531.45	6,940,657.25	AH	4	1958	19	0	0	19
0021	SC	301 NW 46 Ave	Plantation	Plantation	104,201	9,611,551.80	2,402,887.05	12,014,438.85	AH	4	2000	1	0	0	2
0021	SC	7201 Johnson St.	Plantation	Bretherton Heights	81,533	7,484,720.40	1,871,182.35	9,355,902.75	AH	4	1961	12	1	0	13
1091	NC	750 NW 41 St.	Oakland Park	Lloyd Estates - Modular Units	94,236	4,978,604.80	1,244,716.20	6,223,321.00	AE	4	1968	7	0	0	7
1131	N	2601 NE 1 Ave	Pompano Beach	Palmview	4,028	366,441.20	91,660.80	458,102.00	AE	4	2001				78
1161	N	3601 NE 1 Ave	Pompano Beach	Palmview - Modular Units	62,006	5,728,370.80	1,372,217.70	7,100,588.50	AH	4	1969	6	0	0	6
1161	N	6301 NW 18 St.	Plantation	Marigold	10,080	749,952.00	187,488.00	937,440.00	AH	4	2005				63
1171	S	7737 W Lasalle Blvd	Fort Lauderdale	Marigold	100,267	9,208,770.60	2,317,192.65	11,525,963.25	AH	4	1970	15	1	0	16
1191	SC	101 NW 15 Ave	Fort Lauderdale	North Fork	80,793	7,416,707.40	1,854,199.35	9,270,906.75	AH	4	1964	14	0	0	14
1211	S	3080 SW 92 Ave	Cooper City	Cooper City - Modular Units	68,475	6,286,065.40	1,571,501.35	7,857,566.75	AR	4	1965	8	0	0	8
1221	S	3080 SW 92 Ave	Cooper City	Cooper City - Modular Units	85,099	7,848,808.20	1,962,202.05	9,811,010.25	AH	4	1970	8	0	0	8
1231	S	6700 SW 9 St.	Pembroke Pines	Pembroke Pines	5,160	383,904.00	95,076.00	478,980.00	AH	4	2001				77
1251	SC	875 SW 54 Ave	Plantation	Plantation Park - Modular Units	73,101	6,710,671.80	1,677,667.95	8,388,339.75	SHX	4	1965	6	0	0	6
1271	NC	875 SW 54 Ave	Plantation	Plantation Park - Modular Units	72,005	6,610,059.00	1,652,514.75	8,262,573.75	AH	4	1970	5	0	0	5
1271	NC	6501 SW 39 St.	Davie	Eschenhower, Dwight D.	89,165	386,880.00	96,720.00	483,600.00	AH	4	2001				61
1282	S	3521 SW Dave Rd.	Davie	Eschenhower, Dwight D. - Modular Units	6,919	8,185,347.00	2,046,316.25	10,231,663.25	AH	4	1969	6	0	0	6
1321	S	3521 SW Dave Rd.	Davie	Eschenhower, Dwight D. - Modular Units	78,786	7,222,554.60	1,284,693.40	8,507,248.00	AH	4	2003				73
1331	S	2310 N. 70 Ter.	Hollywood	Forman, Blanche	8,394	624,513.60	156,128.40	780,642.00	AH/X	4	1963	6	0	0	6
1381	NC	1500 NW 49 Ave	Oakland Park	Sheridan Park	75,024	6,887,203.20	1,721,800.80	8,609,004.00	AH/X	4	2003				69
1382	NC	4747 NW 14 St.	Landchill	Landchill, P.T.	104,617	9,603,840.60	2,400,960.15	12,004,800.75	AH	4	1969	10	1	0	11
1421	N	500 NW 45 Ave	Cocunut Creek	Cocunut Creek - Modular Units	36,083	3,312,419.40	828,104.85	4,140,524.25	AH	4	1963	4	2	0	6
1461	NC	500 NW 45 Ave	Cocunut Creek	Cocunut Creek - Modular Units	79,338	7,339,128.40	1,832,382.10	9,161,410.50	SHX	4	1963	1	0	0	5
1611	SC	2600 NW 46 Ave	Landchill	Cocunut Creek - Modular Units	6,634	493,567.60	123,392.40	616,960.00	SHX	4	2003				100
1611	SC	501 NW 31 Ave	Fort Lauderdale	Marion Luther King	85,152	7,816,953.60	1,954,238.40	9,771,192.00	AH	4	1969	7	0	0	7
1631	S	991 NW 31 Ave	Fort Lauderdale	Marion Luther King - Modular Units	88,059	8,083,816.20	2,020,934.05	10,104,750.25	AE	4	1969	5	0	0	5
1631	S	2100 NW 70 Ave	Sumner	Village	22,415	1,667,676.00	416,919.00	2,084,595.00	AE	4	2004				83
1631	S	6850 SW 34 St.	Mitman	Perry, Annabel C.	73,062	8,403,555.60	2,100,888.00	10,504,443.60	SHX	4	1969	7	0	0	7
1641	S	7850 Fairway Blvd	Mitman	Perry, Annabel C. - Modular Units	9,480	705,312.00	176,338.00	881,650.00	SHX	4	2004				77
1671	N	1501 NW 15 Ave	Pompano Beach	Markham, Robert C.	22,344	1,662,293.60	415,598.40	2,077,892.00	AH	4	1968	9	0	0	9
1761	S	901 N. 69 Way	Hollywood	Markham, Robert C. - Modular Units	84,897	7,793,344.00	1,948,106.15	9,741,450.15	AH	4	1968	9	0	0	9
1781	N	851 SW 3 Ave	Pompano Beach	Cypress - Modular Units	75,172	6,635,297.80	1,656,324.45	8,291,622.25	AE	4	1972	4	0	0	4
1811	S	5001 Thomas St.	Hollywood	Sheridan Hills	18,140	1,349,616.00	337,404.00	1,687,020.00	AE	4	2005				70
1831	NC	3081 NW 39 St.	Lauderdale Lakes	Lauderdale Lakes - Modular Units	72,626	6,667,066.80	1,666,766.70	8,333,833.50	AE	4	1971	6	0	0	6
1841	SC	1200 NW 72 Ave	Plantation	Mirror Lake	10,333	768,725.20	192,193.80	960,919.00	AE	4	2001				65
1851	NC	3081 NW 39 St.	Lauderdale Lakes	Lauderdale Lakes - Modular Units	66,931	6,144,265.80	1,536,086.45	7,680,352.25	AE	4	1971	3	1	0	4
1851	NC	1200 NW 72 Ave	Plantation	Mirror Lake - Modular Units	78,109	7,170,406.20	1,792,601.55	8,963,007.75	AH	4	1969	8	0	0	8
1951	NC	1951 NW 56 Ave	Landchill	Royal Palm	4,990	341,490.00	85,374.00	426,864.00	AH	4	2002				93
1951	N	5200 NE 9 Ave	Pompano Beach	Park Ridge	120,197	11,034,084.60	2,758,521.15	13,792,605.75	AH	4	1972	8	1	0	9
1971	N	5200 NE 9 Ave	Pompano Beach	Park Ridge - Modular Units	2,542	189,124.80	47,281.20	236,406.00	AH	4	2005				100
2001	NC	7800 NW 35 Ct	Coconut Springs	Coconut Springs	66,997	6,095,428.20	1,523,837.05	7,619,265.25	SHX	4	1972	6	0	0	6
2071	S	8801 NW 50 St.	Sumner	Sumner - Modular Units	10,336	734,118.40	188,529.60	922,648.00	SHX	4	2001				73
2231	N	7500 Kimberly Blvd	North Lauderdale	North Lauderdale - Modular Units	94,050	8,631,200.00	2,138,447.50	10,769,647.50	AH	4	1973	5	0	0	5
2311	N	301 NW 69 Ter	Mayague	Atlantic West	10,004	744,297.60	186,074.40	930,372.00	AH	4	2005				79
2311	N	301 NW 69 Ter	Mayague	Atlantic West	80,084	7,351,711.20	1,837,977.80	9,189,689.00	SHX	4	1980	2	0	0	2
2311	N	301 NW 69 Ter	Mayague	Atlantic West	9,180	682,992.00	170,748.00	853,740.00	SHX	4	1971	7	0	0	7
2311	N	301 NW 69 Ter	Mayague	Atlantic West	90,930	8,349,210.00	2,087,302.50	10,436,512.50	AH	4	2005				101
2311	N	301 NW 69 Ter	Mayague	Atlantic West	7,260	540,144.00	133,036.00	673,180.00	AH	4	2004				7
2311	N	301 NW 69 Ter	Mayague	Atlantic West	73,401	6,738,120.00	1,684,520.00	8,422,640.00	AH	4	1974	6	1	0	7
2311	N	301 NW 69 Ter	Mayague	Atlantic West	22,894	1,703,313.60	435,878.40	2,139,192.00	AH	4	2001				83
2311	N	301 NW 69 Ter	Mayague	Atlantic West	74,006	6,799,328.80	1,699,814.70	8,499,143.50	AH	4	2001	5	0	0	5

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Facility No.	Area	Address	City	School Name	Total Permitted Square Footage 12-05	Building	Current	Unit 12-05	Final Zone	Class	Yr	1st Story	2nd Story	3rd Story	Total Bldg	Employee
2531	NC	301 NW 69 Terr	Margate	Atlantic West - Modular Units	10,635	791,244.00	197,811.00	989,055.00	AH	4	2005	6	0	0	6	80
2541	SC	2101 Pine Island Rd	Sunrise	Horizon	75,488	6,929,798.40	1,737,449.60	8,662,248.00	AH	4	1974	6	0	0	6	79
2551	N	1130 SW 133 Ave	Dave	Flamingo	80,937	7,430,016.60	1,857,504.15	9,287,520.75	AH	4	1975	4	0	0	4	72
2631	N	3601 NW 110 Ave	Coral Springs	Flamingo - Modular Units	960	71,424.00	17,836.00	89,260.00	AH	4	2003	4	0	0	4	93
2631	N	3601 NW 110 Ave	Coral Springs	Coral Springs - Modular Units	76,571	7,010,857.80	1,752,114.55	8,763,572.35	AH	4	1975	4	0	0	4	72
2631	N	3601 NW 110 Ave	Coral Springs	Coral Springs - Modular Units	2,420	180,048.00	45,017.00	225,065.00	AH	4	2005	4	0	0	4	93
2631	N	7601 N University Dr	Tamarac	Tamarac - Modular Units	106,021	9,232,727.80	2,413,181.95	12,165,909.75	AH	4	1974	4	2	0	6	6
2631	N	7601 N University Dr	Tamarac	Tamarac - Modular Units	31,421	2,337,722.40	584,330.60	2,922,153.00	AH	4	2003	4	0	0	4	69
2641	SC	3100 NW 85 Ave	Coral Springs	Forest Hills	74,003	6,793,659.60	1,699,414.75	8,492,073.75	AH	4	1973	2	0	0	2	88
2661	S	777 N. Nob Hill Rd	Pinecrest	Forest Hills - Modular Units	10,131	733,746.40	188,416.60	942,183.00	AH	4	2004	4	0	0	4	9
2671	NC	11231 Taft St	Pembroke Pines	Central Park	123,689	11,354,650.20	2,838,662.55	14,193,312.75	AH	4	1990	9	0	0	9	76
2681	N	12405 Royal Palm Blvd	Coral Springs	Pembroke Lakes	80,773	7,414,961.40	1,833,740.35	9,268,701.75	AH	4	1976	4	0	0	4	90
2691	N	408 SW 76 Terr	No. Lauderdale	Nob Hill	75,660	6,945,588.00	1,736,397.00	8,681,985.00	AH	4	1958	3	0	0	3	77
2721	N	8950 Shadow Wood Blvd	Coral Springs	Nob Hill - Modular Units	9,232	708,416.80	177,109.20	885,546.00	AH	4	2004	4	0	0	4	96
2741	N	8950 Shadow Wood Blvd	Coral Springs	Westchester	82,589	7,581,670.20	1,895,417.55	9,477,087.75	AH	4	1976	8	0	0	8	88
2801	S	7025 SW 39 St	Dave	Westchester - Modular Units	26,492	1,971,004.80	492,751.20	2,463,756.00	AH	4	2003	3	0	0	3	68
2811	NC	1600 SW 83 Ave	North Lauderdale	Morrow	79,923	7,336,931.40	1,834,232.85	9,171,164.25	AH	4	1972	3	0	0	3	77
2851	S	3050 SW 116 Ave	Cooper City	Morrow - Modular Units	6,631	716,546.40	179,136.00	895,683.00	AH	4	2004	4	0	0	4	89
2861	S	10300 Johnson St	Pembroke Pines	Ramblewood - Modular Units	77,329	7,117,162.20	1,779,290.55	8,896,452.75	AH	4	1973	3	0	0	3	90
2871	S	9600 Miramar Blvd	Miramar	Ramblewood - Modular Units	24,766	1,842,390.40	460,647.60	2,303,238.00	AH	4	2004	4	0	0	4	87
2881	NC	3230 Nob Hill Rd	Sunrise	Maplewood	84,094	7,719,829.20	1,929,937.30	9,649,766.50	AH	4	1980	5	0	0	5	90
2891	N	7400 Park Side Dr	Parkland	Maplewood - Modular Units	10,140	754,416.00	188,604.00	943,020.00	AH	4	2004	4	0	0	4	90
2942	SC	2900 Bonaventure Blvd	Weston	Dave	77,214	7,088,245.20	1,772,061.30	8,860,306.50	AH	4	1958	5	0	0	5	110
2961	S	19595 Taft St	Pembroke Pines	Dave - Modular Units	4,600	342,240.00	85,560.00	427,800.00	AH	4	2001	4	0	0	4	7
2981	SC	2300 Country Isles Rd	Weston	Pinewood	84,053	7,716,239.00	1,929,062.25	9,645,311.25	AH	4	1992	7	0	0	7	75
3031	N	11450 Riverside Dr	Coral Springs	Pinewood - Modular Units	10,060	748,464.00	187,116.00	935,580.00	AH	4	2001	4	0	0	4	25
3041	N	8401 Westview Dr	Coral Springs	Griffin	81,508	7,482,434.40	1,870,608.60	9,353,043.00	AH	4	1979	5	0	0	5	80
3061	NC	3700 Hilltop Rd	Sunrise	Griffin Lakes	82,676	7,589,656.40	1,897,414.20	9,487,071.00	AH	4	1979	5	0	0	5	72
3081	SC	9100 SW 36 St	Pembroke Pines	Pine Lakes - Modular Units	6,880	511,872.00	127,908.00	639,840.00	AH	4	2002	4	0	0	4	9
3091	N	4000 Winston Park Blvd	Coral Springs	Sea Castle	96,794	8,885,689.20	2,221,432.30	11,107,111.50	AH	4	1990	9	0	0	9	86
3101	N	10550 Westview Dr	Coral Springs	Sea Castle - Modular Units	23,300	1,733,520.00	433,380.00	2,166,900.00	AH	4	2004	4	0	0	4	6
3111	N	10550 Westview Dr	Coral Springs	Wellby - Modular Units	95,892	8,802,895.60	2,200,721.40	11,003,617.00	AH	4	1992	4	2	0	6	69
3121	N	4150 W. Hillsboro Blvd	Deerfield Beach	Wellby - Modular Units	7,680	571,392.00	142,848.00	714,240.00	AH	4	2004	4	0	0	4	104
3131	SC	5000 SW 160 Ave	Dave	Riverglades	85,887	7,884,436.60	1,971,106.65	9,855,543.25	AH	4	1993	4	2	0	6	86
3171	N	5800 NW 66 Terr	Coral Springs	Riverglades	110,233	10,119,573.00	2,529,893.25	12,649,466.25	AH	4	1998	1	1	0	2	104
3181	SC	4000 Winston Park Blvd	Coral Springs	Everglades	16,230	1,201,512.00	301,878.00	1,503,390.00	AH	4	2005	4	0	0	4	86
3191	S	10905 SE Lake Blvd	Cooper City	Everglades - Modular Units	127,427	11,697,798.60	2,924,449.65	14,622,248.25	AH	4	1995	4	2	0	6	88
				Chapel Trail	12,480	1,445,664.00	366,416.00	1,812,080.00	AH	4	2004	4	0	0	4	9
				Chapel Trail - Modular Units	107,029	9,923,262.20	2,456,315.55	12,379,577.75	AH	4	1987	11	0	0	11	86
				Countryside	22,149	1,647,885.60	411,971.40	2,059,857.00	AH	4	2003	4	0	0	4	86
				Countryside - Modular Units	107,079	9,929,832.20	2,457,463.05	12,387,295.25	AH	4	1986	12	0	0	12	88
				Riverside	7,460	555,924.00	138,736.00	694,660.00	AH	4	2001	4	0	0	4	9
				Riverside - Modular Units	111,458	10,231,844.40	2,557,961.10	12,789,805.50	AH	4	1990	11	0	0	11	87
				Coral Park	103,200	9,637,360.00	2,414,340.00	12,051,700.00	AH	4	1989	12	0	0	12	95
				Smidinger	112,595	10,356,221.00	2,584,055.25	12,940,276.25	AH	4	1989	12	0	0	12	95
				Silver Ridge	21,315	1,982,816.00	396,459.00	1,982,295.00	AH	4	2004	4	0	0	4	9
				Silver Ridge - Modular Units	96,500	8,458,700.00	2,171,673.00	10,630,373.00	AH	4	1989	9	0	0	9	95
				Winston Park	35,230	2,621,112.00	655,278.00	3,276,390.00	AH	4	2004	4	0	0	4	102
				Winston Park - Modular Units	98,232	9,017,697.60	2,254,424.40	11,272,122.00	AH	4	1990	9	0	0	9	105
				Countryside	97,334	8,931,097.20	2,234,274.30	11,165,371.50	AH	4	2004	4	0	0	4	92
				Countryside - Modular Units	97,260	8,974,368.00	2,243,592.00	11,217,960.00	AH	4	1989	10	0	0	10	92
				Quaker Waters	5,164	384,201.60	96,050.40	480,252.00	AH	4	2001	4	0	0	4	70
				Quaker Waters - Modular Units	96,800	8,890,830.00	2,222,707.50	11,113,537.50	AH	4	1991	9	0	0	9	83
				Park Springs	10,027	2,214,008.80	538,502.80	2,752,511.00	AH	4	2005	4	0	0	4	78
				Park Springs - Modular Units	85,081	7,810,335.80	1,932,608.95	9,742,944.75	AH	4	1991	9	0	0	9	83
				Indian Trace	97,714	8,970,142.20	2,242,336.30	11,212,478.50	AH	4	1993	4	2	0	6	78

**School Board of Broward County  
Property Value 2005-2006  
Submission**

Facility No.	Area	Address	City	School Name	Remediation Source Funding #	Building	Contents	Total # of Units	Final Zone	Cont.	1st Story	2nd Story	3rd Story	Total Bldgs	Employees
3221	N	10905 SE Lake Blvd	Coconut Creek	Embassy Creek - Modular Units	4,860	361,584.00	90,396.00	451,980.00	All	4	2002	12	0	12	65
3291	SC	1000 NW 31 Ave	Pompano Beach	Drew	78,652	7,270,253.00	1,800,065.40	9,072,317.00	AH	4	1991	12	0	12	65
3291	SC	800 NW 13 St.	Fort Lauderdale	Thurgood Marshall	92,593	8,200,037.40	2,125,009.35	10,325,046.75	AE	4	1995	4	2	6	95
3311	S	11601 Washington St.	Pembroke Pines	Thurgood Marshall - Modular Units	4,884	363,669.60	90,842.40	454,512.00	AE	4	2003	4	0	4	103
3321	SC	101 NE 11 Ave	Fort Lauderdale	Palm Cove	121,177	11,124,048.60	2,781,012.15	13,905,060.75	All	4	1993	4	5	9	74
3371	S	2300 SW 173 Ave	Miramar	Young, Virginia S.	74,026	6,799,586.80	1,699,896.70	8,499,483.50	AE	4	1994	3	4	7	133
3401	SC	13655 NW 8 St.	Summit	Silver Lakes	110,310	10,126,464.80	2,531,614.50	12,658,079.30	All	4	1992	16	0	16	84
3441	N	13655 NW 8 St.	Summit	Sawgrass - Modular Units	97,802	8,986,485.60	2,246,621.40	11,233,107.00	All	4	2004	4	2	6	80
3461	SC	11500 Westview Dr	Coconut Creek	Sawgrass - Modular Units	33,453	2,488,201.20	622,723.80	3,111,125.00	All	4	1996	5	2	7	110
3481	N	100 Indian Trace	Fort Lauderdale	Engle Point	107,016	8,824,668.80	2,456,017.20	11,280,686.00	All	4	1995	4	2	6	103
3491	S	5400 Johnson Rd	Coconut Creek	Engle Point - Modular Units	23,600	1,743,423.20	2,035,855.80	3,779,279.00	All	4	1995	4	2	6	103
3531	SC	1200 NW 155 Ave	Pembroke Pines	Tranler Hills	101,813	9,833,150.80	2,336,608.35	11,169,759.15	All	4	1996	2	0	2	103
3531	SC	1200 NW 155 Ave	Pembroke Pines	Silver Palms - Modular Units	107,006	9,823,150.80	2,455,787.20	12,278,938.00	All	4	1996	3	0	3	100
3531	SC	1350 N.W. 11th Rd	Dave	Fox Trail	5,164	384,201.60	96,050.40	480,252.00	All	4	2001	1	1	2	96
3531	S	801 NW 172 Ave	Pembroke Pines	Fox Trail - Modular Units	108,202	9,072,486.20	2,401,871.55	11,474,357.75	All	4	1997	1	1	2	104
3581	S	1701 SW 160 Avenue	Miramar	Silver Shores	33,311	2,493,218.40	633,304.60	3,116,523.00	All	4	2004	1	1	2	104
3591	S	3250 NW 12 Pl	Pembroke Pines	Paradise	109,136	10,618,684.80	2,504,631.20	12,123,316.00	All	4	2002	1	1	2	103
3631	N	10257 NW 22 St.	Coconut Creek	Paradise	103,982	9,585,547.60	2,386,386.50	11,971,934.10	All	4	1997	2	0	2	88
3642	SC	1101 Avenida Parkway	Weston	Gator Run - Modular Units	109,446	10,067,552.40	2,516,880.60	12,584,433.00	All	4	1998	1	1	2	120
3661	S	18400 SW 25 Street	Fort Lauderdale	Swamp Lake	21,101	1,569,914.40	392,478.60	1,962,393.00	All	4	2005	0	3	3	75
3701	SC	2350 NW 19 Street	Fort Lauderdale	Rock Island	11,092	10,198,704.60	2,539,676.15	12,738,380.75	X	4	1960	0	3	3	57
3741	S	13601 Alameda Lakes Blvd	Miramar	Coconut Palm	93,772	8,608,209.60	2,152,067.60	10,760,277.20	All	4	2001	1	1	2	82
3761	NC	3725 N State Road 7	Landerside Lakes	Park Lakes	108,843	9,991,782.40	2,492,946.55	12,484,728.95	All	4	2002	0	2	2	80
3771	NC	5700 NW 24th Avenue	Tamarac	Challenger - Modular Units	11,683	869,304.00	217,341.00	1,086,645.00	All	4	2001	1	1	2	77
3781	N	5700 NW 24th Avenue	Tamarac	Challenger - Modular Units	112,457	1,238,462.40	309,615.66	1,548,078.06	All	4	2005	1	1	2	73
3821	N	10700 Trails End	Parkland	Park Trails	107,534	9,817,621.20	2,467,205.20	12,284,826.40	All	4	2002	1	1	2	74
3841	SC	2450 Banks Road	Miramar	Liberty	111,746	10,328,282.80	2,564,570.70	12,892,853.50	All	4	2004	0	2	2	73
3841	SC	19200 SW 36 Street	Weston	Miramar Day - Modular Units	108,570	9,966,726.00	2,491,681.80	12,458,407.80	All	4	2002	0	2	2	73
3841	SC	19200 SW 36 Street	Weston	Miramar Day - Modular Units	21,101	1,569,914.40	392,478.60	1,962,393.00	All	4	2004	0	2	2	73
137	TOTAL				12,953,045	\$ 1,172,311,946.40	\$ 293,077,986.60	\$ 1,465,389,933.00							
ATTITUDE															
0021	N	310 NE 6 St.	Pompano Beach	Pompano Beach	100,609	9,598,098.60	2,399,324.65	11,997,423.25	SHX	4	1971	8	0	8	112
0251	SC	1750 NE 14 St.	Fort Lauderdale	Summit	131,530	12,547,062.00	3,136,990.50	15,684,052.50	SHX	4	1992	16	0	16	127
0313	S	3500 N 22 Ave	Hollywood	Attucks	152,109	14,511,198.60	3,627,799.65	18,138,998.25	SHX	4	1997	7	1	8	92
0471	S	330 SE 11 Terr	Dania	Olsen & Amica	176,524	16,840,389.60	4,210,697.40	21,050,487.00	SHX	4	1991	28	0	28	151
0481	S	1602 S 27 Ave	Hollywood	McNicol	185,644	17,210,437.60	4,422,609.40	21,633,047.00	SHX	4	1997	2	1	3	130
0551	SC	6600 W Sunrise Blvd	Plantation	Plantation	134,645	12,845,133.00	3,211,283.25	16,056,416.25	SHX	4	1968	3	1	4	98
0581	N	6600 W Sunrise Blvd	Plantation	Plantation - Modular Units	31,130	2,316,072.00	579,018.00	2,895,090.00	SHX	4	2003	8	1	9	119
0701	SC	3600 NW 5 St.	Fort Lauderdale	Miramar	164,205	15,683,283.00	3,997,331.55	19,680,614.55	AE	4	1990	8	1	9	147
0861	S	2751 NW 70 Terr	Hollywood	Driftwood	183,083	17,466,399.00	4,366,577.25	21,832,976.25	AE	4	1961	11	2	13	143
0881	SC	3100 Riverland Rd	Fort Lauderdale	New River	15,622	1,662,176.80	290,569.20	1,952,746.00	SHX	4	2003	1	0	1	135
0911	N	701 se 6 Ave	Deerfield Beach	Deerfield Beach	182,468	17,407,447.20	4,141,322.45	21,548,769.65	AE	4	1997	1	2	3	107
1011	S	3400 Withard Way	Miramar	Deerfield Beach - Modular Units	173,637	16,564,969.80	4,141,322.45	20,706,292.25	SHX	4	1990	8	1	9	107
1071	SC	2400 NW 26 St.	Fort Lauderdale	Perry, Henry D.	133,096	12,697,338.40	3,174,339.60	15,871,678.00	SHX	4	1991	4	2	6	134
1311	NC	3602 College Ave	Dania	Dania, William	132,733	12,662,728.20	3,165,662.05	15,828,390.25	AE	4	1993	19	0	19	130
1391	NC	1901 NW 49 Ave	Landerside Lakes	Landerside Lakes	98,778	9,423,421.20	2,355,855.30	11,779,276.50	AE	4	1962	10	1	11	100
1701	NC	3911 NW 30 Ave	Landerside Lakes	Landerside Lakes	136,725	13,043,565.00	3,260,891.25	16,304,456.25	All	4	1969	6	1	7	121
1701	NC	3911 NW 30 Ave	Landerside Lakes	Landerside Lakes	132,481	12,638,687.40	3,199,671.85	15,838,359.25	AE	4	1969	3	1	4	109



**School Board of Broward County  
Property Value 2005-2008  
Submission**

Facility No.	Area	Address	City	Section Name	Total Permanent Employees	Building	Contents	Total of 15	Plant Zone	Const. V.	Boys	Story	Ratio	Employees	
1791	S	6800 Arthur St.	Hollywood	Apollo	124,629	11,887,030.80	3,971,257.70	14,858,288.50	AU	4	1969	6	1	0	7
1871	N	3551 NW 3 Ave.	Pompano Beach	Crestal Lake	138,789	13,240,470.00	3,110,117.65	16,350,588.25	SHS	4	1962	3	1	0	4
1881	S	200 NW Douglas Rd.	Pembroke Pines	Pines	102,190	10,255,926.00	2,556,481.50	12,812,407.50	AU	4	1972	3	0	8	9
1891	SC	6200 SW 18 St.	Plantation	Seminole	123,477	11,970,505.60	2,992,626.45	14,963,132.25	AU	4	1971	8	0	8	10
2052	NC	6200 SW 16 St.	Plantation	Seminole - Modular Units	9,020	671,088.00	167,272.00	838,360.00	AU	4	2001				
2121	NC	9393 NW 50 St.	Sunrise	Westgate	130,125	12,413,925.00	3,103,481.35	15,517,406.35	SHS	4	1972	18	0	0	18
2121	NC	6000 NE 9 Ave.	Oakland Park	Richards, James S.	127,425	12,156,345.00	3,039,066.25	15,195,411.25	AU	4	1991	3	1	0	4
2161	N	6000 NE 9 Ave.	Oakland Park	Richards, James S. - Modular Units	14,844	1,104,303.60	276,098.25	1,380,402.00	AU	4	2005				
2271	N	10300 W. Wiles Rd.	Coral Springs	Coral Springs	145,643	13,894,342.20	3,473,583.55	17,367,927.75	AU	4	1974	2	0	0	2
2611	S	5350 SW 20 Ave.	Cooper City	Coral Springs - Modular Units	39,564	4,431,581.60	1,107,890.40	5,539,472.00	SH	4	2005				
2611	SC	5350 SW 20 Ave.	Cooper City	Plantation	143,138	13,846,165.20	3,461,541.30	17,307,706.50	AU	4	1975	3	0	0	3
2711	N	8505 W Atlantic Blvd.	Sunrise	Bar	142,205	13,566,357.00	3,391,589.25	16,957,946.25	AU	4	1978	4	0	0	4
2711	N	7600 Jan O'Shane Blvd.	Coral Springs	Ramblewood	141,666	13,514,236.40	3,378,734.10	16,892,970.50	AU	4	1976	3	0	0	3
2971	N	901 NW 127 Ave.	No Lauderdale	Ramblewood - Modular Units	15,003	1,116,372.00	270,093.00	1,386,465.00	AU	4	2005				
3001	S	901 NW 127 Ave.	No Lauderdale	Silver Lakes	111,538	10,641,679.20	2,660,119.80	13,302,079.00	AU	4	1983	16	0	0	16
3051	N	6901 Turtle Run Blvd.	Pembroke Pines	Youghis, Walter C.	176,336	16,824,362.40	4,206,090.60	21,030,453.00	AU	4	1989	7	8	0	15
3051	N	6901 Turtle Run Blvd.	Pembroke Pines	Forest Glen	171,725	16,959,735.00	4,239,933.25	21,199,668.25	AU	4	1990	18	0	0	18
3101	N	4333 Sol Press Blvd.	Coral Springs	Forest Glen - Modular Units	31,133	2,316,295.20	579,073.80	2,895,369.00	AU	4	2005				
3101	N	4333 Sol Press Blvd.	Coral Springs	Lyons Creek	185,852	17,302,280.80	4,232,576.20	22,534,857.00	SH	4	1999	1	0	2	2
3151	SC	1800 Indian Trace	Weston	Teressa Trail	132,183	12,610,449.00	3,152,612.25	15,763,061.25	AU	4	1990	18	0	0	18
3311	S	18300 Sheridan St.	Pembroke Pines	Sawgrass Springs	183,289	17,495,310.60	4,723,827.65	22,219,138.25	AU	4	1997	3	0	0	3
3431	N	12500 West Sample Rd.	Coral Springs	Indian Ridge	136,367	13,009,411.80	3,352,352.95	16,361,764.75	AU	4	1996	6	1	0	7
3471	SC	1355 Noh Hill Rd.	Dave	Indian Ridge	206,722	19,721,278.80	4,790,319.70	24,511,598.50	AU	4	1997	3	0	0	3
3622	SC	4251 Dagnaville Blvd.	Dave	Indian Ridge - Modular Units	22,944	1,707,033.60	426,738.40	2,133,772.00	AU	4	2005				
3871	N	11000 Holmberg Road	Weston	Falcon Cove	187,802	17,916,631.80	4,479,071.70	22,395,703.50	AU	4	1999	1	1	0	2
3911	N	10701 Miramar Blvd.	Parkland	Westglades	173,864	16,592,731.20	4,148,182.80	20,740,914.00	AU	4	2002	0	4	0	4
4011	S	10701 Miramar Blvd.	Miramar	New Renaissance	173,864	16,590,625.00	4,146,636.40	20,737,261.40	AU	4	2002	0	4	0	4
4702	SC	1701 N.W. 23rd Avenue	Fort Lauderdale	Althea, Arthur Robert, Jr.	165,061	15,746,819.40	3,926,704.85	19,673,524.25	AU	4	2003	1	0	2	3
4772	NC	5803 NW 94 Avenue	Tamarac	Millennium	179,629	17,136,606.60	4,284,151.65	21,420,758.25	AU	4	2002	0	3	0	3
39	TOTAL				6,110,261	\$ 578,604,218.40	\$ 144,651,054.60	\$ 723,255,273.00							
HIGH															
0171	S	1901 N Federal Highway	Hollywood	South Deward	304,615	29,243,040.00	7,310,760.00	36,553,800.00	AU	4	2001	17	2	3	22
0185	N	1400 NE 6 St.	Pompano Beach	Pompano Beach	199,445	19,146,720.00	4,786,680.00	23,933,400.00	SHS	4	2001	10	1	1	12
0211	SC	1800 SW 4 Place	Fort Lauderdale	Stranahan	298,017	28,609,632.00	7,152,408.00	35,762,040.00	AE	4	1958	25	1	0	26
0241	S	1800 SW 4 Place	Fort Lauderdale	Stranahan - Modular Units	14,962	1,133,172.80	278,293.20	1,391,466.00	AE	4	2005				
0361	S	6501 Hollywood Blvd	Hollywood	McArthur	258,802	24,844,992.00	6,211,248.00	31,056,240.00	AU	4	1958	39	0	0	39
0361	N	1201 NW 6 Ave	Pompano Beach	Ely, Blanche	394,302	37,852,992.00	9,463,248.00	47,316,240.00	AU	4	1976	18	4	1	23
0371	SC	2501 NW 11 St.	Fort Lauderdale	Dillard	435,605	41,818,080.00	10,454,520.00	52,272,600.00	AU	4	1976	5	2	0	7
0403	S	720 NW 9 Ave	Hallandale	Hallandale	224,256	21,528,576.00	5,382,144.00	26,910,720.00	SHS	4	1976	3	2	0	5
0951	SC	1600 NE 4 Ave	Fort Lauderdale	Fort Lauderdale	297,996	28,607,616.00	7,151,994.00	35,759,610.00	AE	4	1961	13	3	0	16
1151	N	7201 Sample Rd	Coral Springs	Coral Springs	263,075	25,159,200.00	6,289,800.00	31,449,000.00	AU	4	1976	4	3	0	7
1341	NC	700 NE 56 St.	Oakland Park	Coral Springs - Modular Units	65,508	4,873,795.20	1,218,448.80	6,092,244.00	AU	4	2005				
1341	NC	700 NE 56 St.	Oakland Park	Northeast - Modular Units	278,653	26,750,688.00	6,687,672.00	33,438,360.00	SH	4	1964	18	2	0	20
1281	NC	3600 College Ave	Dave	Pier - Modular Units	28,086	2,095,598.40	522,399.00	2,617,997.40	X	4	2005				
1451	NC	6201 NW 16 St.	Plantation	Nova	218,011	20,979,936.00	5,232,264.00	26,212,200.00	AU	4	1966	22	2	0	24
1561	SC	5400 Siding Road	Hollywood	Hollywood Hills	279,265	26,809,440.00	6,702,360.00	33,511,800.00	AU	4	1983	21	1	0	22
1681	S	1400 NW 44 Ave	Coconut Creek	Coconut Creek	302,505	19,440,480.00	4,860,120.00	24,300,600.00	SHS	4	1968	6	0	6	6
1681	N	1400 NW 44 Ave	Coconut Creek	Coconut Creek	257,825	24,251,200.00	6,187,800.00	30,439,000.00	AU	4	1972	10	1	0	11
1711	N	910 NW 15 Street	Deerfield Beach	Deerfield Beach	324,487	30,958,732.00	7,139,688.00	38,098,420.00	SHS	4	1969	11	1	0	12
1741	NC	3030 NW 41 St.	Lauderdale Lakes	Adcock, Boyd II	354,092	33,992,832.00	8,496,208.00	42,489,040.00	AE	4	1972	7	5	0	12
1751	S	3601 SW 89 Ave	Miramar	Miramar	295,139	28,333,344.00	7,093,316.00	35,416,660.00	AU	4	1969	8	1	0	9
1901	NC	8000 NW 44 St.	Sunrise	Pier	315,430	30,281,280.00	7,570,320.00	37,851,600.00	AU	4	1971	8	2	0	10
1901	NC	8000 NW 44 St.	Sunrise	Pier - Modular Units	5,549	412,845.60	103,211.40	516,057.00	AU	4	2002				
1931	S	9401 Shirling Rd	Cooper City	Cooper City	220,776	21,194,096.00	5,298,624.00	26,492,720.00	AU	4	1971	11	8	0	12
2351	SC	1000 Palm Way	Plantation	South Plantation	324,807	31,181,472.00	7,759,168.00	38,940,640.00	AU	4	1970	8	2	0	10
2751	N	10600 Riverside Dr	Coral Springs	Tanverla, J.P.	298,480	28,634,080.00	7,163,520.00	35,797,600.00	AU	4	1981	4	4	0	8

## Submission

Facility No.	Area	Address	City	School Name	Elementary Share	Building	Children	Total 05-06	Enroll Zone	1st Bldg	2nd Bldg	3rd Bldg	Total enroll
2831	SC	1200 SW 136 Ave	Dave	Western	218,260	22,872,960.00	5,718,240.00	28,591,200.00	AH	4	1991	8	1
3011	N	5701 Pine Island Rd	Parkland	Steveminn Douglas	272,657	26,115,072.00	6,543,768.00	32,718,840.00	AH	4	1991	2	0
3391	S	12800 78th St.	Fort Lauderdale	Fort Lauderdale	269,709	25,892,064.00	6,473,016.00	32,365,080.00	AH	4	1996	1	0
3341	N	2050 White Road	Coconut Creek	Monarch	227,911	21,879,456.00	5,469,864.00	27,349,320.00	AH	4	2003	0	4
3623	SC	18600 Viera Park Blvd	Weston	Cypress Bay	305,805	29,357,280.00	7,339,320.00	36,696,600.00	AH	4	1996	1	9
3731	S	18600 Viera Park Blvd	Weston	Cypress Bay - Modular Units	40,794	3,035,073.60	738,768.40	3,793,842.00	AH	4	2003		0
3861	N	17100 S.W. 48th Court	Mitamar	Everglades	299,401	28,742,496.00	7,183,624.00	35,926,120.00	AH	4	2003	2	1
		2700 Sports Plex Drive	Coral Springs	Coral Glades	257,941	24,795,336.00	6,190,584.00	30,985,920.00	AH	4	2003	2	1
				Coral Glades - Modular Units	40,794	3,035,073.60	738,768.40	3,793,842.00	AH	4	2005		
28	TOTAL				8,109,960	774,319,191.20	193,582,297.80	967,911,489.00					
OTHER													
0101	NC	2600 NE 9 Ct.	Pompano Beach	Charles Drew Res.	28,789	2,418,588.00	662,147.00	3,110,735.00	AE	4	1960	12	0
0132	SC	1001 NW 4 Ct.	Fort Lauderdale	Old Dillard Museum	8,074	742,808.00	185,702.00	928,510.00	AE	2	1933	1	0
0405	S	1050 NW 7 Ct.	Hallandale	Lamar-James Education Center (SAAC)	46,481	4,276,325.00	1,060,063.00	5,345,315.00	SHX	4	1960	1	0
0412	NC	1300 SW 33 Ct.	Fort Lauderdale	Stuart School	35,821	3,295,532.00	823,883.00	4,119,415.00	AE	4	1953	7	0
0432	NC	3775 SW 16 St	Fort Lauderdale	Stuart School	79,280	7,293,768.00	1,823,240.00	9,117,008.00	SHX	3	1996	2	0
0432	NC	700 SW 26 St.	Fort Lauderdale	Whitdon-Rogers Cir.	140,396	12,916,432.00	3,239,108.00	16,145,540.00	SHX	3	1959	19	0
0572	S	700 SW 26 St.	Fort Lauderdale	Whitdon-Rogers Cir. - Modular Units	12,165	905,076.00	226,202.00	1,131,245.00	SHX	4	2004		0
0601	NC	1000 SW 3 St.	Hallandale	Hallandale Adell	89,003	8,188,236.00	2,647,060.00	10,835,245.00	AE	3	1964	17	1
0601	NC	435 SW 28 St.	Fort Lauderdale	Seagull - Modular Units	29,306	2,606,152.00	674,038.00	3,270,190.00	AE/X	3	1961	3	0
0821	N	3701 NE 1 Ter	Fort Lauderdale	Seagull - Modular Units	14,768	1,098,739.20	274,684.80	1,373,424.00	AE/X	4	2005		0
0991	SC	1211 NW 33 Ter	Pompano Beach	Thruway Horizons	71,718	6,598,056.00	1,649,314.00	8,247,370.00	SHX	4	1977	5	0
1031	S	6401 Charleston St.	Fort Lauderdale	Wingate Oaks	62,583	5,357,636.00	1,439,400.00	6,797,036.00	AH	4	1974	5	0
1051	NC	5400 W. Sheridan St.	Hollywood	The Quest	63,232	5,817,344.00	1,454,336.00	7,271,680.00	AH	4	1977	5	0
1201	NC	6500 Power Dr.	Dave	Sterling Voc.	83,539	7,871,328.00	1,967,857.00	9,839,285.00	SHX	4	1979	17	1
1732	S	3609 SW 89 Ave	Miramar	Whispering Pines	45,656	4,200,352.00	1,050,088.00	5,250,440.00	AH	4	1991	7	0
2031	NC	179 SW 2 Street	Pompano Beach	Dave Thomas Education Ctr	26,095	2,483,400.00	620,885.00	3,104,285.00	AE	4	1997	1	0
2141	SC	1441 S. Federal Hwy	Fort Lauderdale	Nicholson/McIntire Center	12,202	1,123,384.00	280,646.00	1,403,230.00	X	4	1939	2	0
2221	NC	4700 Coconut Creek Pkwy	Coconut Creek	Albany Voc.	271,028	24,093,476.00	6,233,644.00	31,168,220.00	SHX	4	1958	22	2
2322	N	1010 NW 31 Ave	Pompano Beach	Overland Fire Academy	23,521	3,161,932.00	540,983.00	3,706,915.00	AH/X	4	1991	6	0
2331	O	3301 NW 13 Ter	Fort Lauderdale	Leclair	11,921	1,096,323.00	274,183.00	1,370,506.00	SHX	4	1939	17	0
3018	NC	2600 NW 38 Terrace	Pompano Beach	Pompano Admin/North Area Supt.	55,456	5,101,952.00	1,275,488.00	6,377,440.00	AH -	3	2004	2	0
3018	O	1400 NE 14 Ctr.	Pompano Beach	Leclair	17,381	1,599,052.00	399,763.00	1,998,815.00	X	4	1960	10	1
9067	O	1700 NW 14 Ctr.	Fort Lauderdale	Whitton	37,460	3,446,320.00	861,580.00	4,307,900.00	AE	1	1959	9	0
9077	O	3600 NW 10 Ave	Oakland Park	Warehouse, Miami	265,556	24,347,152.00	6,061,788.00	30,308,940.00	AE	3	1971	9	1
9122	NC	6600 SW Nova Dr.	Dave	DECON	37,059	3,489,428.00	622,357.00	3,111,785.00	AH/X	4	1966	3	0
9155	O	3895 NW 10 Ave	Oakland Park	North Bus Stn. (Garage)	7,549	3,094,508.00	173,627.00	3,268,135.00	AE	3	1990	2	1
9178	N	2100 NW 18 Street	Pompano Beach	North Area Bus	17,705	1,628,460.00	407,215.00	2,035,675.00	AH	3	1990	2	1
9379	O	900 S. University Dr.	Pembroke Pines	South Area Bus	7,816	719,072.00	179,768.00	898,840.00	SHX	3	1979	2	0
9325	O	4140 NW 10th Avenue	Oakland Park	South Lakes Annex	28,232	2,597,344.00	649,336.00	3,246,680.00	AE	4	1972	1	0
9387	O	3895 NW 10 Ave	Oakland Park	Two Lakes Administration	40,416	3,718,472.00	929,568.00	4,648,040.00	AE	3	1962	1	0
9327	O	1619 NE 4 Ave	Fort Lauderdale	North-Central Area Office	18,408	1,693,356.00	423,384.00	2,116,740.00	AE	4	1989	1	0
9328	O	600 SE 3 Ave.	Fort Lauderdale	KCCV	159,822	14,203,624.00	3,673,906.00	18,379,530.00	AE	4	1989	0	2
9334	O	2320 Collier Avenue	Dave	West Central Bus Camp	30,652	2,819,984.00	704,996.00	3,524,980.00	AH	4	2002	2	1
9356	O	7720 W Oakland Park Blvd	Summit	TSSC	68,142	5,889,064.00	2,377,064.00	8,266,128.00	AH	4	1982	1	0
9360	O	6501 NW 15 Ave	Fort Lauderdale	North Area Maint.	116,143	10,869,048.00	1,397,089.00	13,585,330.00	AH	3	1982	1	0
9379	O	1235 N. 21 Ave	Hollywood	South Area Maint.	8,626	793,992.00	198,298.00	991,990.00	SHX	3	1997	1	0
9384	O	7770 W Oakland Park Blvd	Summit	North-Central Area Office	49,158	4,572,556.00	1,130,654.00	5,683,170.00	AH	3	1979	0	1
9830	SC	701 NW 31 Ave	Fort Lauderdale	Title 1 (EGCA) Special Programs	10,747	988,726.00	247,181.00	1,235,907.00	AE	4	1987	1	0
0000	N	7201 W Sample Road	Coral Springs	Coral Springs Aquatic Complex	11,700	1,076,000.00	269,100.00	1,345,100.00	AH	4	1990	2	0
39	TOTAL				3,354,529	306,947,647.30	51,735,661.80	358,671,309.00					

**School Board of Broward County**  
**Property Value 2005-2006**  
**Submission**

Facility No.	Area	Address	City	School Name	Total Permanent Facilities 05-06	Building	Contents	Total 05-06	Room Zones	Comm.	1st Bldg.	2nd Bldg.	3rd Bldg.	Total Bldgs.	Employees
ELEM.					12,953,045	1,172,311,946.40	293,072,986.60	1,465,389,933.00							
MIDDLE					6,110,261	578,604,318.40	144,651,054.60	723,255,373.00							
HIGH					8,109,060	774,329,191.20	193,582,997.80	967,912,189.00							
OTHER					2,254,539	206,942,647.20	51,735,661.80	258,678,309.00							
TOTAL ALL BUILDINGS					29,427,205	\$ 2,721,188,003.20	\$ 683,047,000.80	\$ 3,415,235,004.00							
PORTABLE SITES															
2133	N	2300 NW 18 St.	Pompano	Cypress Run	16,893	1,188,000.00	132,000.00	1,320,000.00	AI1					22	
2913	S	18300 Vista Park Blvd	Weston	Cypress Bay/Falcon Cove Annex	52,211	5,076,000.00	564,000.00	5,640,000.00	AI1					84	
3513	S	201 SW 172 Ave.	Tombhake Pines	Old Middle	65,648	4,800,000.00	534,000.00	5,340,000.00	AI1					89	
2916	S	3400 SW 90 Ave	Cooper City	South Area Admin.	35,824	1,458,000.00	162,000.00	1,620,000.00	AI1					27	
2913	SC	270 N New River Circle	Sumner	Cypress Bay Annex	21,384	3,888,000.00	432,000.00	4,320,000.00	AI1					72	
3651	N	4700 Coconut Creek Parkway	Coconut Creek	Dave Thomas School of Choice	11,592	864,000.00	96,000.00	960,000.00	AI1					7	
0302	N	3600 NW 9 Ct.	Pompano Beach	Teen Parent (Old Drew)	13,608	864,000.00	96,000.00	960,000.00	AI1					16	
7	TOTAL				309,162	\$ 18,144,000.00	\$ 2,016,000.00	\$ 20,160,000.00							
PROPOSED NEW SCHOOL SITES															
0593	S	900 S. W. 8th Street	Maitland	Maitland Elementary (Replacement)	117,404	19,277,687.20	2,694,421.80	13,472,109.00	N						
0653	SC	1251 SW 42 Ave	Fort Lauderdale	Pine Ridge Center (Replacement)	58,000	5,336,000.00	1,314,000.00	6,670,000.00	AI1						
2011	S	5100 S. W. 148th Avenue	Miramar	Card Cove Elementary	111,333	10,222,389.00	2,555,577.25	12,777,966.25	AI1						
3651	NC	4700 Coconut Creek Parkway	Coconut Creek	Dave Thomas Ed Center West	71,141	6,344,972.00	1,636,343.00	8,181,315.00	AI1						
4	TOTAL				357,880	\$32,881,048.20	\$8,220,362.05	\$41,101,310.25							
OTHER PROPERTY															
				VEHICLE PD VALUES											
				MOBILE EQUIPMENT											
				EDP - EDP/ANED/EXN											
TOTAL OTHER PROPERTY								\$ 13,002,924.00							
ALL PROPRT	254					\$ 2,782,213,051.40	\$ 693,263,362.85	\$ 3,489,499,248.25							

**Excess Workers' Compensation Policy**  
**July 1, 2005/06**

# SPECIFIC EXCESS WORKERS COMPENSATION POLICY

## CONTINENTAL CASUALTY COMPANY

one of the CNA Insurance Companies  
(A Stock Company, herein called the "Company")  
CNA Plaza, Chicago, Illinois 60685

WEXFORD UNDERWRITING MANAGERS, INC.  
101 California Street, Suite 2800, San Francisco, California 94111-5883

POLICY NUMBER: W-128579027H

### DECLARATIONS

RECEIVED  
JUL 19 2005

ITEM 1 - Name and Address of Insured: The School Board of Broward County, FL  
7770 West Oakland Park Boulevard, Suite 206  
Sunrise, Florida 33351

ITEM 2 - Effective Date: July 1, 2005 Expiration Date: July 1, 2006  
12:01 A.M. standard time at the address of the Insured as stated herein.  
Cancellation Notice: 90 Days

ITEM 3 - Coverage under this Policy applies to the Workers Compensation Act of each of the following states:  
Florida

ITEM 4 - Company's Specific Limit of Indemnity Each Occurrence  
(a) For Workers Compensation: Statutory  
(b) For Employers Liability: See Endorsement #1 \$1,000,000

ITEM 5 - Insured's Specific Retention Each Occurrence: \$1,250,000

ITEM 6 - Business Operations of Insured

CLASSIFICATION OF OPERATIONS	CODE NO	ESTIMATED ANNUAL REMUNERATION	RATE PER \$100 REMUNERATION	ESTIMATED STANDARD PREMIUM
All Operations	----	\$1,239,639,400		---

Total Estimated Manual Premium: \$24,319,929

ITEM 7 - Policy Premium: \$1,204,929  
adjustable at 0972 per \$100 of Payroll

Advance Premium for this Policy: \$1,204,929

ITEM 7A - Terrorism Premium: \$36,148 (included in Policy Premium above)

ITEM 8 - Minimum Premium for this Policy: \$1,204,929

The Declarations shall not be binding on the Company unless countersigned by a duly authorized representative of the Company

Dated at San Francisco, California this 11th day of July, 2005.

By [Signature]  
(Authorized Representative)

Producer's Name: Arthur J. Gallagher & Co

Producer's Code: 1104

# BROKER'S COPY

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy).

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

SCHEDULE OF ENDORSEMENTS

Endorsement No.	Endorsement Title
G-20292-A	<u>EMPLOYERS LIABILITY LIMITATION ENDORSEMENT</u>
G-20283-A	<u>JONES ACT COVERAGE ENDORSEMENT</u>
G-20285-A	<u>LONGSHOREMEN S AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT</u>
G-20317-A	<u>VOLUNTARY COMPENSATION ENDORSEMENT</u>
G-20324-A	<u>WAIVER OF SUBROGATION ENDORSEMENT</u>
G-20329-A	<u>CLAIMS EXPENSE AMENDATORY ENDORSEMENT</u>
G-22190-A	<u>OTHER STATES COVERAGE ENDORSEMENT</u>
G-144249-A	<u>TERRORISM RISK INSURANCE ACT ENDORSEMENT</u>

Endorsement No. 1

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

EMPLOYERS LIABILITY LIMITATION ENDORSEMENT

This Policy is changed to provide:

Notwithstanding anything in the Policy to the contrary, when this Endorsement is used, the Company's liability under that portion of PART I of the Policy, COVERAGE, which is entitled, "Employers Liability Indemnity Coverage", and ITEM 4(h) of the Declarations, Company's Specific Limit of Indemnity Each Occurrence for Employers Liability, shall be subject to the following aggregate and each occurrence limitations

The Company's maximum limit of indemnity thereunder for loss arising out of any one occurrence shall not exceed:

\$1,000,000 Each Occurrence, in excess of the Insured's Specific Retention set forth in ITEM 5 of the Declarations, applicable to each occurrence; and

The Company's maximum limit of indemnity for all occurrences taking place during the Policy Period shall not exceed  
\$1,000,000

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above

Endorsement No 2

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-12E579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

JONES ACT COVERAGE ENDORSEMENT

It is hereby understood and agreed:

When this Endorsement is used, the Company's liability under PART 1 of the Policy, COVERAGE, which is entitled, "EMPLOYERS LIABILITY INDEMNITY COVERAGE", shall be amended to include:

All references to Employer Liability Indemnity Coverage shall include employees engaged in incidental operations in the state(s) of Florida subject to liability under the Merchant Marine Act of 1920, known as the Jones Act, (46 U.S. Code, Section 688, 1970) and any amendment to that Act that is in effect during the period this Policy is in force

Any such indemnification shall be subject, moreover, to the Insured's Specific Retention of \$ 1,250,000 each occurrence, applicable to losses compensable under such Act, subject to the Company's maximum limit of \$ 2,000,000 each occurrence.

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above



Endorsement No 3

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A.M.)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY one of the CNA Insurance Companies, Chicago, Illinois

LONGSHOREMEN'S AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT

It is hereby understood and agreed:

All references to "Workers Compensation Act" in this Policy shall include employees engaged in incidental operations in the state(s) of Florida subject to liability under the United States Longshoremen's and Harbor Workers Compensation Act (33 U.S.C. Sections 901-950) and any amendment to the Act that is in effect during the period this Policy is in force

Any such indemnification shall be subject, moreover, to the Insured's Specific Retention of \$ 1,250,000 each occurrence, applicable to losses compensable under such Act, subject to the Company's maximum limit of \$ 2,000,000 each occurrence

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above

Endorsement No 4

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

VOLUNTARY COMPENSATION ENDORSEMENT

This Policy is changed to provide:

**A** How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1 The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
- 2 The bodily injury must occur in the course of employment necessary or incidental to work in a state listed in the Schedule.
- 3 The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
- 4 Bodily injury by accident must occur during the policy period.
- 5 Bodily injury by disease must be caused or aggravated by the conditions of employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B** The Company Will Indemnify

The Company will indemnify the Insured for an amount equal to the benefits in excess of the Retention that would be required if the Insured and the Insured's employees described in the Schedule were subject to the Workers Compensation law shown in the Schedule. The Company will indemnify the Insured for those amounts paid in excess of the Retention to the claimants who would be entitled to them under the law.

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above.

Endorsement No 4

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

VOLUNTARY COMPENSATION ENDORSEMENT

This Policy is changed to provide:

**A** How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1 The bodily injury must be sustained by an employee included in the group of employees described in the Schedule
- 2 The bodily injury must occur in the course of employment necessary or incidental to work in a state listed in the Schedule
- 3 The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places
- 4 Bodily injury by accident must occur during the policy period
- 5 Bodily injury by disease must be caused or aggravated by the conditions of employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period

**B** The Company Will Indemnify

The Company will indemnify the Insured for an amount equal to the benefits in excess of the Retention that would be required if the Insured and the Insured's employees described in the Schedule were subject to the Workers Compensation law shown in the Schedule. The Company will indemnify the Insured for those amounts paid in excess of the Retention to the claimants who would be entitled to them under the law.

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above.

Endorsement No 4Cont

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

C Exclusions

This insurance does not cover:

- 1 any obligation imposed by a Workers Compensation or occupational disease law, or any similar law
- 2 bodily injury intentionally caused or aggravated by the Insured

D. Before The Company Indemnifies

Before the Company indemnifies the Insured for benefits in excess of the Retention to the claimants entitled to them, the claimants must:

- 1 Release the Insured and the Company, in writing, of all responsibility for the injury or death
- 2 Transfer to the Company their right to recover from others who may be responsible for the injury or death
- 3 Cooperate with the Company and do everything necessary to enable the Company to enforce the right to recover from others

If the claimants entitled to the benefits in excess of the Retention of this insurance fail to do those things, the Company's duty to indemnify ends at once. If they claim damages from the Insured or from the Company for the injury or death, the Company's duty to indemnify ends at once.

E. Recovery From Others

If the Company makes a recovery from others, the Company will keep an amount equal to the Company's expenses of recovery and the benefits the Company indemnified. The Company will indemnify the balance to the Insured for the claimant entitled to it. If the claimant entitled to the benefits in excess of the Retention makes a recovery from others, the claimant must reimburse the Company for the benefits the Company indemnified.

Endorsement No. 4Cont

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A.M.)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

F Employers Liability Insurance

PART I of the Policy, COVERAGE, "Employers Liability Indemnity Coverage", applies to bodily injury covered by this Endorsement as though the State of employment shown in the Schedule were shown in ITEM 3 of the Declarations

This endorsement is subject to PART I of the Policy, COVERAGE, as it applies to "Self Insured Indemnity Coverage"

Schedule

Employees

All Employees Not Covered by  
Workers Compensation Law

State of Employment

(States listed in ITEM 3)

Designated Workers  
Compensation Law

(States listed in ITEM 3)

Endorsement No 5

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

WAIVER OF SUBROGATION ENDORSEMENT

This Policy is changed to provide:

PART 9 of the Policy, SUBROGATION AND SALVAGE, provides the Company with the right to recover from anyone liable for loss, all payments which the Company made to the Insured. The Company agrees to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to obtain this agreement, and such contract is accepted prior to any loss.

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above.

Endorsement No 6

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

CLAIMS EXPENSE AMENDATORY ENDORSEMENT

This Policy is changed to provide:

**PART 2 RETENTION AND LIMIT OF INDEMNITY** shall be replaced with the following:

No indemnity shall be afforded under this Policy, unless and until the Insured shall have sustained loss and claim expense as a result of each occurrence in excess of the amount of the Retention stated in ITEM 5 for the types of coverage involved in the Declarations. The Company hereby agrees to indemnify the Insured against loss and claim expense as a result of each occurrence in excess of such Retention, subject to the Limit of Indemnity provided for in ITEM 4 for the types of coverage involved in the Declarations.

**PART 4 DEFINITIONS.** (f) shall be replaced with the following:

(f) "loss" shall mean only such amounts as are actually paid by the Insured in payment of benefits under the applicable Workers Compensation Act, (or in settlement of its Employers Liability insured hereunder) in settlement of claims, or in satisfaction of awards or judgements. However, the term "loss" shall not include salaries paid to employees of the Insured, nor fees and retainers paid to the Insured's service organization;

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above.

Endorsement No. 7

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

OTHER STATES COVERAGE ENDORSEMENT

This Policy is changed to provide:

PART 1. COVERAGE. subparagraph 2 of the section of the Policy which is entitled, SELF-INSURED INDEMNITY COVERAGE is deleted, and replaced with the following language:

- (2) Such loss would be compensable under the Workers Compensation Act of any state for employees who are normally employed in a state listed in ITEM 3 of the Declarations, but only if such employees' activity in such other state is incidental to their regular employment in a state named in ITEM 3 of the Declarations

Notwithstanding anything in the Policy to the contrary, when this endorsement is used, PART 7 (d)(4) of the Policy, ADMINISTRATION AND REPORTING OF CLAIMS, is amended to read in its entirety as follows:

- (4) permanent total disability, as defined in the Workers Compensation Act of the state of injury if the injury would be compensable under that state's law, and if not, then of the states named in ITEM 3 of the Declarations

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above



Endorsement No 8

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy)

INSURED THE SCHOOL BOARD OF BROWARD COUNTY, FL

Policy No W-128579027H

Endorsement Effective JULY 1, 2005  
(12:01 A M)

Countersigned \_\_\_\_\_  
(Authorized Representative)

by CONTINENTAL CASUALTY COMPANY, one of the CNA Insurance Companies, Chicago, Illinois

**TERRORISM RISK INSURANCE ACT ENDORSEMENT**

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002

**Definitions**

The definitions provided in this endorsement are based on the definitions in the Act and are intended to have the same meaning. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments.

"Act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a) The act is an act of terrorism
- b) The act is violent or dangerous to human life, property or infrastructure.
- c) The act resulted in damage within the United States, or outside of the United States in the case of United States missions or certain air carriers or vessels
- d) The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion

"Insured terrorism or war loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at United States missions or to certain air carriers or vessels

"Insurer deductible" means:

- a) For the period beginning on November 26, 2002 and ending on December 31, 2002, an amount equal to 1% of the Company's direct earned premiums, as provided in the Act, over the calendar year immediately preceding November 26, 2002
- b) For the period beginning on January 1, 2003 and ending on December 31, 2003, an amount equal to 7% of the Company's direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2003
- c) For the period beginning on January 1, 2004 and ending on December 31, 2004, an amount equal to 10% of the Company's direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2004
- d) For the period beginning on January 1, 2005 and ending on December 31, 2005, an amount equal to 15% of the Company's direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2005

**Limitation of Liability**

The Act may limit the Company's liability to the Insured under this Policy. If annual aggregate insured terrorism or war losses of all insurers exceed \$100,000,000,000 during the applicable period provided in the Act, and if the Company has met the insurer deductible, the amount the Company will pay for insured terrorism or war losses under this Policy will be limited by the Act, as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured terrorism or war losses would be partially reimbursed by the United States Government under a formula established by the Act. Under this formula, the United States Government would pay 90% of the Company's insured terrorism or war losses exceeding the Company's insurer deductible.
2. The additional premium charged for the coverage this Policy provides for insured terrorism or war losses is shown on the Declarations Page or the Schedule below.

**Schedule**

This Endorsement will not vary, alter or extend any agreement, provision, condition, or declaration of the Policy other than as stated above.

## SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made part of this Policy and subject to its terms the Company named in the Declarations agrees with the Insured also named in the Declarations (herein called the Insured) as follows:

### PART 1 COVERAGE

**SELF-INSURED INDEMNITY COVERAGE** The Company will indemnify the Insured for loss resulting from an occurrence during the Policy Period provided either:

(1) such loss would be covered under the Insured's qualified self-insured retention plan in those states named in ITEM 3 of the Declarations; or

(2) such loss would be compensable under the Workers Compensation Act of any state for employees injured who are normally employed in a state named in ITEM 3 of the Declarations but only if such employee's activity in such other state is incidental to their regular employment in a state named in ITEM 3 of the Declarations, and then only for that portion of loss, not exceeding the benefits in the state in which the injured employees are normally employed

However, if the Insured is subject to the Workers Compensation Act when not a duly qualified self-insurer for a loss that would otherwise be covered by this Policy, the Company will indemnify the Insured for such loss not exceeding the amount which would have been paid had the Insured been a duly qualified self-insurer.

**EMPLOYERS LIABILITY INDEMNITY COVERAGE** The Company will indemnify the Insured for loss resulting from an occurrence during the Policy Period because of the Insured's legal liability for damages arising out of bodily injury or occupational disease sustained by employees normally employed in a state named in ITEM 3 of the Declarations. This Policy shall not indemnify the Insured for loss:

(1) for any amount exceeding that which the Insured would have sustained had the Insured not rejected the Workers Compensation Act of any state named in ITEM 3 of the Declarations, or any part of such act; or

(2) resulting from damages imposed in any lawsuit brought in, or any judgement rendered by any court outside the United States of America, its territories or possessions, or Canada, or to any action on such judgements, wherever brought

### PART 2 SPECIFIC RETENTION AND SPECIFIC LIMIT OF INDEMNITY

No indemnity shall be afforded under this Policy, unless and until the Insured shall first have sustained loss as a result of each occurrence in excess of the amount of the Specific Retention stated in ITEM 5 for the types of coverage involved in the Declarations. The Company hereby agrees to indemnify the Insured against loss as a result of each occurrence in excess of such Specific Retention, subject to the Specific Limit of Indemnity provided

for in ITEM 4 for the types of coverage involved in the Declarations. The Company shall indemnify the Insured for claim expenses for loss in excess of the Specific Retention in the same proportion as the amount of the loss paid by the Company in excess of the Specific Retention bears to the total amount of such loss

### PART 3 EXCLUSIONS

This Policy shall not apply:

(a) to punitive or exemplary damages, fines or penalties assessed against or imposed upon the Insured:

1) because of bodily injury or occupational disease sustained by any employee; or

2) because of the conduct of the Insured or any of its agents (a) in the investigation, trial or settlement of any claim for which coverage is afforded under PART 1 of the Policy, or (b) in failing to pay or delaying the payment of any such benefits or damages; or

3) because of violation of any statute or regulation;

(b) to loss arising out of any operation with respect to which the Insured carries primary Workers Compensation or Employers Liability insurance coverage;

(c) additionally under Employers Liability Indemnity Coverage in PART 1 of this Policy:

1) to liability assumed by the Insured under any contract or agreement; or

2) to any obligation for which the Insured or any carrier as his insurer may be held liable under any Workers Compensation, unemployment compensation or disability benefits law, or under any similar law; or

3) to bodily injury intentionally caused or aggravated by or at the direction of the Insured.

### PART 4 DEFINITIONS

The term:

(a) "bodily injury" shall include death resulting therefrom, but shall not include occupational disease;

(b) "claim expense" shall mean court costs, interest upon awards and judgements, and investigation, adjustment and legal expenses that are actually paid by the Insured as respects loss. However, the term "claim expenses" shall not include loss, salaries paid to employees of the Insured

**Boiler and Machinery Policy**  
**July 1, 2005/06**

# ISRS PROGRAM

## Common Policy Renewal Certificate

Presented by: Gallagher, Arthur J Isrs #\*s  
(630)773-3800



The Hartford Steam Boiler Inspection and  
Insurance Company

To report a claim - Call 1-888-HSB-LOSS (472-5677); Fax 1-888-329-5677.

Issue Date ..... 10/10/2005

Policy Number ..... FBP4910293

Named Insured:

School Board Of Broward County, Et Al

Mailing Address ..... 7770 W Oakland Park Blvd  
Suite 206  
Sunrise, FL 33351

Policy Period ..... 07/01/2005 to 07/01/2006 at 12:01 A.M.  
Standard Time at the above Mailing Address

Annual Premium ..... \$59,100 00  
Premium Due Now .... \$59,100.00

Your expiring policy is hereby renewed for the policy period indicated above. This renewal consists of this Renewal Certificate, the Equipment Breakdown Coverage Part Renewal Certificate(s) and the policy forms and endorsements in effect on the Issue Date shown above. This Common Policy Renewal Certificate and the Equipment Breakdown Coverage Part Renewal Certificate(s) replace and supersede any other Declarations previously issued to you.

Description	Company Form No.
Agreement and Conditions	6670 10/2002
Equipment Breakdown Coverage Form	6671 10/2002
Equipment Breakdown Declarations	RFB EBCCERT 03/2004
Schedule of Locations	EFB SCHLOCS 01/1998
Terrorism Risk Insurance Act	END EBTRIA 02/2003

RFB COMCERI 03/2004

COPY

# ISRS PROGRAM

## Common Policy Renewal Certificate (Continued)

Named Insured .....

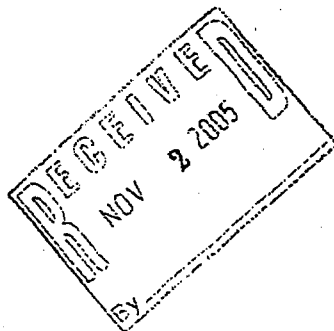
School Board Of Broward County, Et Al

Policy Number ..... FBP4910293

Effective Date ..... 07/01/2005

Issue Date ..... 10/10/2005

Description	Company Form No.
Named Insured - Policy Level	END INSURED 01/1998
Omnibus Location Description	EFB OMNIBUS 10/2002
Special Wording Endorsement - Policy Level	END BLANK 01/1998
Florida Changes	EST FL 10/2002
Florida Changes	FBP FL 10/2002



## Equipment Breakdown Coverage Part Renewal Certificate No. 1

**Named Insured:**

School Board Of Broward County, Et Al  
Policy Number..... FBP4910293

Effective Date ..... 07/01/2005

Issue Date ..... 10/10/2005

These coverages apply to any location listed on the Schedule of Locations for Equipment Breakdown Coverage Part Declarations No. 1

Coverages	Limits
Equipment Breakdown Limit .....	\$50,000,000
Property Damage.....	Included
Off Premises Property Damage.....	\$25,000
Business Income.....	Included
Extra Expense.....	Included
Service Interruption .....	Included
Contingent Business Income.....	\$25,000
Perishable Goods.....	Included
Data Restoration.....	\$100,000
Demolition .....	\$1,000,000
Ordinance or Law .....	\$1,000,000
Expediting Expense .....	Included
Hazardous Substances.....	\$2,000,000
Newly Acquired Locations .....	\$10,000,000

### Deductibles

Combined ..... \$10,000.00

### Other Conditions

Extended Period of Restoration	30 Days
Newly Acquired Locations	365 Days
Business Income Coinsurance	Not Applicable
Notice of Cancel, other than non-payment	90 Days
Omnibus Location Wording - See Endorsement	
See Special Endorsement Attached.	
The words 'on the same site' are deleted from Valuation a (2)	

## Special Endorsement

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Named Insured:

School Board Of Broward County, Et Al

Policy Number . . . . . FBP4910293

Effective Date . . . . . 07/01/2004

Issue Date . . . . . 11/18/2004

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This endorsement changes the policy. Please read it carefully.

### THIS ENDORSEMENT IS HEREBY AMENDED AS FOLLOWS

#### Rerating Endorsement

We will not increase the rates used to determine the premium for the policy prior to the later of:

- A. the end of any twelve (12) month anniversary of the contract; or
- B. at least ninety (90) days after receipt by the School Board of Broward County of valid written notice from us, stating specifically the amount of rate change proposed and the effect of the proposed change on the overall policy premium.

Such written notice shall be delivered to:

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

## Special Endorsement

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Named Insured:

School Board Of Broward County, Et Al

Policy Number. .... FBP4910293

Effective Date ..... 07/01/2004

Issue Date ..... 11/18/2004

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This endorsement changes the policy. Please read it carefully.

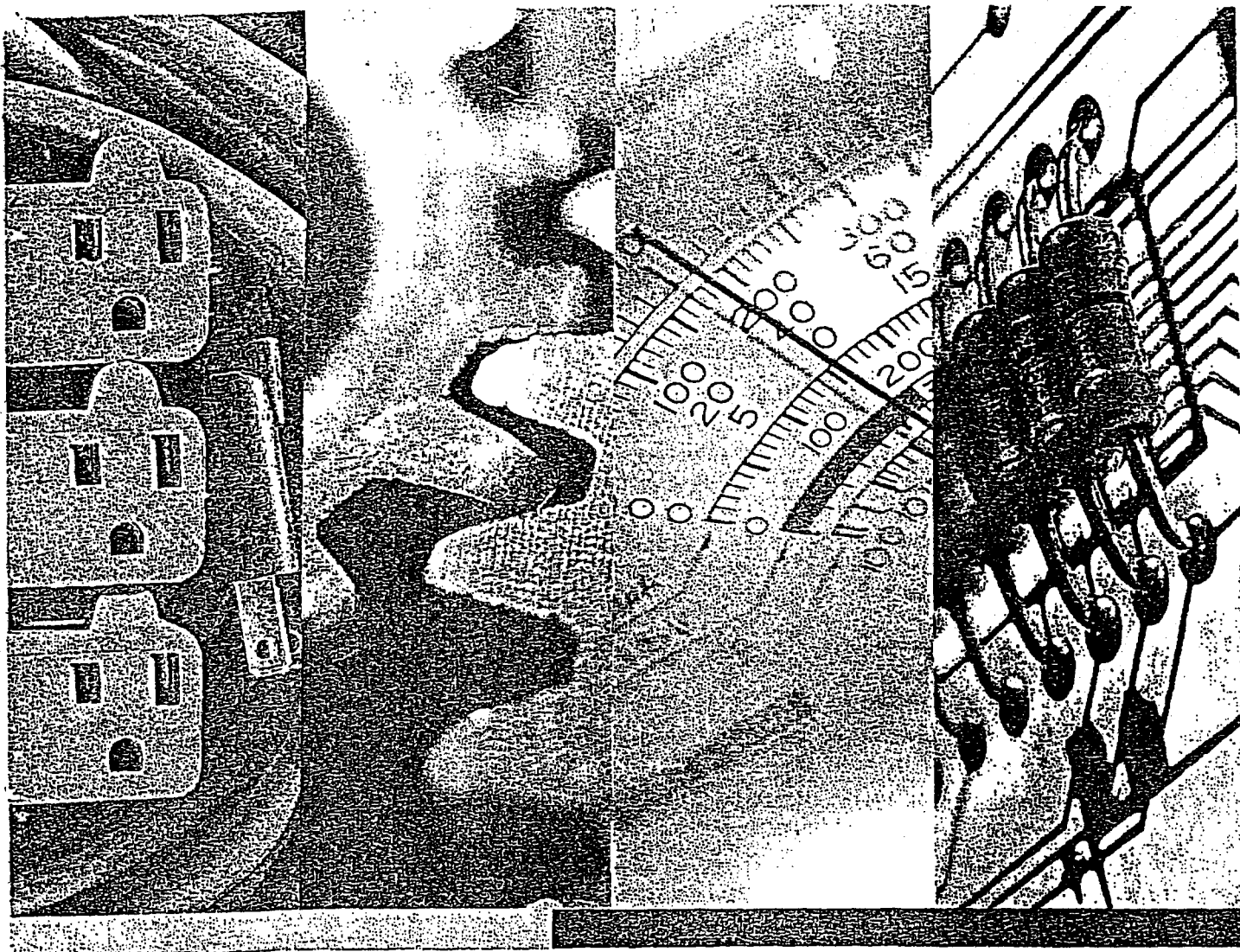
### THIS ENDORSEMENT IS HEREBY AMENDED AS FOLLOWS

#### Sole Agent Endorsement

It is agreed that The School Board of Broward County, Florida, shall be Sole Agent of the insured with respect to premium payment, cancellation, participation and/or dividend provisions of this contract. Any notice with respect to the foregoing shall be sent to:

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





# HSB Freestyle<sup>®</sup>

Your equipment breakdown policy



## Engineering services with insurance

Thank you for choosing Hartford Steam Boiler for your Equipment Breakdown insurance. The following additional services are part of our insurance program.

**Jurisdictional inspections:** a built-in benefit. Most states and municipalities require periodic inspections for boilers and pressure vessels. If you have equipment that requires an inspection, Hartford Steam Boiler's professionals can perform it for you as part of this insurance program.

**Hot-line to inspection service.** To schedule an inspection, call our Inspection Hot-line at 1-800-333-4677 between 7:00 a.m. to 7:00 p.m. EST, Monday to Friday. Have your Equipment Breakdown policy number available when you call.

**Confused about inspections?** You're not alone. Many people find jurisdictional inspection codes and requirements confusing. For information about the requirements in your area call the HSB Inspection Hot-line at 1-800-333-4677.

**Loss prevention information.** Our Inspection Hot-line staff and field inspectors can answer technical questions to help you maintain equipment. Proper maintenance can help you prevent failures and bring other benefits such as greater energy efficiency and reliability.

**Technical information.** Hartford Steam Boiler offers an automated electronic library of ready-to-order documents. These cover: equipment maintenance tips, loss prevention measures, inspection requirements, and more. Visit this page on our website: <http://www.hsb.com/products.asp?id=86>, or call 1-800-716-7874 from a touch tone phone and follow the prompts.

## Our business is to get you back in business

We're committed to making the claims process as fast and painless as possible. Here's how we can help:

**Notify us of a claim as soon as possible.** This will further expedite the process. If you need to make immediate repairs, please make an effort to save the damaged parts.

**We offer a repair firm referral service.** Our claims adjusters have access to a global network of repair vendors and parts suppliers. We can help you find firms that deliver prompt service and fair prices - and who stand behind their quality work.

**For a business income claim,** provide indications of activity both before and after the loss. Also, keep records of extra expenses during the interruption period. We want to get you back in business quickly; this information will help.

**Call or fax us 24 hours a day.** Report equipment accidents by phone or fax and one of our claim adjusters will contact you as soon as possible.

Claim Phone 1-888-472-5677 (HSB-LOSS)

Claim Fax 1-888-329-5677 (FAX-LOSS)

## Policy service requests and changes

Policy services such as endorsements, changes, premium finance correspondence and inquiries should be directed to our policy service unit:

The Hartford Steam Boiler Inspection and Insurance Company  
Policy Service Unit  
Bay Colony Executive Park  
595 East Swedesford Rd  
Wayne, PA 19087

Policy service phone: 1-800-345-1122 (press "0" at the prompt)  
Policy service fax: 1-800-296-4084



# ISRS PROGRAM

## Common Policy Renewal Declarations

Presented by: Gallagher, Arthur J Isrs #'s  
(630)773-3800



The Hartford Steam Boiler Inspection and  
Insurance Company

To report a claim - Call 1-888-HSB-LOSS (472-5677); Fax 1-888-329-5677

Policy Number ..... FBP4910293 Issue Date ..... 07/14/2004

Named Insured:  
School Board Of Broward County, Et Al

Mailing Address ..... 7770 W Oakland Park Blvd  
Suite 206  
Sunrise, FL 33351

Policy Period ..... 07/01/2004 to 07/01/2005 at 12:01 A.M.  
Standard Time at the above Mailing Address

Annual Premium ..... \$56,385.00  
Premium Due Now ..... \$56,385.00

This policy is made up of these Declarations and the following forms:

Description	Company Form No.
Agreement and Conditions	6670 10/2002
Equipment Breakdown Coverage Form	6671 10/2002
Equipment Breakdown Declarations	DFB EBCDEC 10/2002
Schedule of Locations	EFB SCHLOCS 01/1998
Terrorism Risk Insurance Act	END EBTRIA 02/2003
Named Insured - Policy Level	END INSURED 01/1998
Omnibus Location Description	EFB OMNIBUS 10/2002
Special Wording Endorsement - Policy Level	END BLANK 01/1998
Florida Changes	EST FL 10/2002
Florida Changes	FBP FL 10/2002

RFB COMDEC 10/2002

APPD KS Date 10/1/04  
UNDERWRITER  
APPD \_\_\_\_\_ Date \_\_\_\_\_  
PRODUCER

# Agreement and Conditions

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The Hartford Steam Boiler Inspection and Insurance Company:  
One State Street, Hartford, Connecticut 06102

## Insuring Agreement

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In return for payment of the premium and subject to all terms of the policy,  
we agree with you to provide the insurance as stated in this policy.

In Witness Whereof, the Company identified on the Declarations has caused this policy  
to be signed by its President and Corporate Secretary at Hartford, Connecticut.

Richard H. Booth, President and Chief Executive Officer

Robert C. Walker, Corporate Secretary

# General Conditions

## I. COMMON POLICY CONDITIONS

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

1. We have the right to:
  - a. Make inspections and surveys at any

time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards

3. Paragraphs 1 and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations

### E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property

## II. CALCULATION OF PREMIUM

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or

anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

### III. REPORT OF VALUES

You must report insurable values to us at least once a year.

### IV. ADJUSTMENT OF PREMIUM

- A The premium charged at the inception of each policy year is an advance premium. When we receive updated insurable values from you or when we determine updated insurable values through an audit or claim adjustment, we will determine an adjusted premium for this insurance.
- B If the adjusted premium is less than the advance premium, we will return the excess premium to you. Such excess premium will not exceed 75% of the advance premium.
- C If the adjusted premium is greater than the advance premium, we will charge the additional premium based on your reports of value.

### V. JOINT OR DISPUTED LOSS AGREEMENT

- A This condition is intended to facilitate payment of insurance proceeds when:
  - 1 Both a commercial property policy and this equipment breakdown policy are in effect;
  - 2 Damage occurs to Covered Property that is insured by the commercial property policy and this equipment breakdown policy; and
  - 3 There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B The provisions of this condition apply only if all of the following requirements are met:
  - 1 The commercial property policy carried by the Named Insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition;
  - 2 There is a Joint Loss or Disputed Loss as defined below; and
  - 3 The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.

C Joint Loss and Disputed Loss are defined as follows:

- 1. Joint Loss means that there is damage to property that is Covered Property under both the commercial property policy and this policy and both the commercial property insurer(s) and we admit to some liability for payment under the respective policies.
- 2. Disputed Loss means that there is damage to property that is Covered Property under both the commercial property policy and this policy and the commercial property insurer(s) and we agree that there is some liability under one policy or the other, but disagree about which policy is liable for the loss.

D If the requirements listed in paragraph B above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:

- 1 We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this equipment breakdown policy and one-half (1/2) the amount of the loss that is in disagreement.
- 2. The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.
- 3. Payments by the insurers of the amounts that are in disagreement, as described in paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
- 4. The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent loss agreement(s) of the commercial property policy.
- 5. The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Equipment Breakdown Limit shown in the Declarations.
- 6. Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

**E Arbitration**

1. The commercial property insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this condition
2. You agree to cooperate with any arbitration procedures
3. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

**F. Final Settlement Between Insurers**

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay liquidated damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated damages are defined as interest from the date the insured invokes this agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the money rates column of the Wall Street Journal during the period of the liquidated damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

# Equipment Breakdown Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section G - DEFINITIONS. Examples are shown for illustrative purposes only and do not represent predicted or expected outcomes.

## A. COVERAGE

This Equipment Breakdown Coverage provides insurance for a Covered Cause of Loss as defined in A.1 below. In the event of a Covered Cause of Loss, we will pay for loss as described in A.2 below.

### 1. Covered Cause of Loss - "Accident"

The Covered Cause of Loss for this Equipment Breakdown Coverage is an "accident." Without an "accident," there is no Equipment Breakdown Coverage.

2. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) Artificially generated electrical current, including electrical arcing, that damages electrical devices, appliances or wires;
- (3) Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
- (4) An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
- (5) An event inside hot water boilers or other water heating equipment that damages such equipment; or
- (6) Bursting, cracking or splitting.

"Accident" does not include any condition or event listed in Definition G.1 b.

### b. "Covered Equipment" means the following:

- (1) Unless specified otherwise in the Declarations:
  - (a) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
  - (b) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- (2) Except as specifically provided for under Off Premises Property Damage, Service Interruption, Contingent Business Income and paragraph (2) of Perishable Goods, such equipment must be at a location described in the Declarations and must be owned or leased by you or operated under your control.

"Covered equipment" does not include any property listed in Definition G.8 b.

### 2. Coverages Provided

This section lists the coverages that may apply in the event of an "accident." Each coverage is subject to a specific limit as shown in the Declarations. See paragraph C.2. for details.

These coverages apply only to the direct result of an "accident." For each coverage, we will pay only for that portion of the loss, damage or expense that is solely attributable to the "accident."

#### a. Property Damage

We will pay for physical damage to "covered property" that is at a location indicated in the Declarations at the time of the "accident."

#### b. Off Premises Property Damage

If you have transportable "covered equipment" that, at the time of the "accident," is within the Coverage Territory, but is not:

- (1) At a location indicated in the



Declarations; or

- (2) At any other location owned or leased by you,

we will pay for physical damage to such "covered equipment."

**c. Business Income**

- (1) We will pay your actual loss of "business income" during the "period of restoration" that results directly from the necessary total or partial interruption of your business.
- (2) We will also pay any necessary expenses you incur during the "period of restoration" to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (3) We will consider the actual experience of your business before the "accident" and the probable experience you would have had without the "accident" in determining the amount of our payment.

**d. Extra Expense**

We will pay the reasonable and necessary "extra expense" to operate your business during the "period of restoration."

**e. Service Interruption**

We will pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of an "interruption of service."

**f. Contingent Business Income**

We will pay for your loss and expense as defined under Business Income and Extra Expense coverages that results from an "interruption of supply."

**g. Perishable Goods**

- (1) We will pay for physical damage to "perishable goods" due to "spoilage."
- (2) We will also pay for physical damage to "perishable goods" due to "spoilage" that is the result of an "interruption of service."
- (3) We will also pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited

to ammonia.

- (4) We will also pay any necessary expenses you incur during the "period of restoration" to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

**h. Data Restoration**

- (1) We will pay for your reasonable and necessary cost to research, replace or restore lost "data."
- (2) We will also pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of h (1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Data Restoration limit.

**i. Demolition**

- (1) This coverage applies if an "accident" damages a building that is "covered property" and the loss is increased by an ordinance or law that:
  - (a) Requires the demolition of a building that is otherwise repairable;
  - (b) Is in force at the time of the "accident"; and
  - (c) Is not addressed under Hazardous Substances coverage.
- (2) We will pay for the following additional costs to comply with such ordinance or law:
  - (a) Your actual and necessary cost to demolish and clear the site of the undamaged parts of the building; and
  - (b) Your actual and necessary cost to reconstruct the undamaged parts of the building.
- (3) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no such ordinance or law been in force at the time of the "accident."
- (4) We will also pay for your loss and

expense as defined under Business Income coverage and Extra Expense coverage that is the result of i (1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Demolition limit.

j. Ordinance or Law

- (1) This coverage applies if an "accident" damages a building that is "covered property" and the loss is increased by an ordinance or law that:
  - (a) Regulates the construction or repair of buildings, including "building utilities";
  - (b) Is in force at the time of the "accident"; and
  - (c) Is not addressed under Demolition coverage or Hazardous Substances coverage
- (2) We will pay for the following additional costs to comply with such ordinance or law:
  - (a) Your actual and necessary cost to repair the damaged portions of the building;
  - (b) Your actual and necessary cost to reconstruct the damaged portions of the building; and
  - (c) Your actual and necessary cost to bring undamaged portions of the building into compliance with the ordinance or law.
- (3) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no such ordinance or law been in force at the time of the "accident."
- (4) We will also pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of j (1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Ordinance or Law limit.

k. Expediting Expenses

With respect to your damaged "covered property," we will pay the reasonable extra cost to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs or permanent replacement.

l. Hazardous Substances

- (1) We will pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property. This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in Perishable Goods, A 2 g (3).
- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
- (3) We will also pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of l(1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Hazardous Substances limit.

m. Newly Acquired Locations

- (1) You will notify us promptly of any newly acquired location that you have purchased or leased during the Policy Period.
- (2) All coverages applicable to any scheduled location under this Equipment Breakdown Coverage are extended to a newly acquired location that you have purchased or leased during the Policy Period.
- (3) This coverage begins at the time you acquire the property. As respects newly constructed properties, we will only consider them to be acquired by you when you have fully accepted the completed project.
- (4) This coverage ends when any of the following first occurs:
  - (a) This Policy expires;
  - (b) The number of days specified in the Declarations for this coverage expires after you acquire the location;

- (c) The location is incorporated into the regular coverage of this policy; or
  - (d) The location is incorporated into the regular coverage of another Equipment Breakdown policy you have.
  - (5) If limits or deductibles vary by location, the highest limits and deductibles will apply to newly acquired locations. However, the most we will pay for loss, damage or expense arising from any "one accident" is the amount shown as the Newly Acquired Locations limit in the Declarations.
  - (6) We will charge you additional premium for newly acquired locations from the date you acquire the property
  - n. **Course of Construction**  
This coverage is automatically included and does not need to be indicated in the Declarations
    - (1) You will notify us promptly of any expansion or rehabilitation of any location described in the Declarations
    - (2) All coverages applicable to any location described in the Declarations are extended to an expansion or rehabilitation of that location.
    - (3) This coverage begins at the time you begin the expansion or rehabilitation project.
    - (4) We will charge you additional premium for newly acquired equipment from the date the equipment is installed.
- B. EXCLUSIONS**  
We will not pay for any excluded loss, damage or expense, even though any other cause or event contributes concurrently or in any sequence to the loss, damage or expense
- 1 We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an "accident."
    - a. **Fire and Explosion**
      - (1) Fire, including smoke from a fire.
      - (2) Combustion explosion. This includes, but is not limited to, a combustion explosion of any steam boiler or other fired vessel.
    - (3) Any other explosion, except as specifically provided in A.1.a.(3)
    - b. **Ordinance or Law**  
The enforcement of, or change in, any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation, except as specifically provided in A.2.i., j. and l (Demolition, Ordinance or Law and Hazardous Substances coverages).
    - c. **Earth Movement**  
Earth movement, whether natural or human-made, including but not limited to earthquake, shock, tremor, subsidence, landslide, rock fall, earth sinking, sinkhole collapse or tsunami
    - d. **Nuclear Hazard**  
Nuclear reaction, detonation or radiation, or radioactive contamination, however caused.
    - e. **War and Military Action**
      - (1) War, including undeclared or civil war;
      - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
      - (3) Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
    - f. **Water**
      - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
      - (2) Mudslide or mudflow; or
      - (3) Water that backs up or overflows from a sewer, drain or sump

However, if electrical "covered equipment" requires drying out because of the above, we will pay for the amount you actually expend to dry out such equipment, subject to the applicable Property Damage limit and Direct Coverage deductible. We will not pay more than the Actual Cash Value of the affected electrical "covered equipment."

- We will not pay to replace such equipment or for any other loss, damage or expense
- g. **Failure to Protect Property**  
Your failure to use all reasonable means to protect "covered property" from damage following an "accident"
  - h. **Fines**  
Fine, penalty or punitive damage.
  - i. **Mold**  
Mold, fungus, mildew or yeast, including any spores or toxins created or produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean-up, remediation, containment, removal or abatement of such mold, fungus, mildew, yeast, spores or toxins. However, this exclusion does not apply to "spoilage" of personal property that is "perishable goods" to the extent that such "spoilage" is covered under Perishable Goods coverage.
  - j. **Deliberate Acts**  
The deliberate act of any person to cause damage or harm, including but not limited to vandalism, malicious mischief or sabotage
2. We will not pay for an "accident" caused by or resulting from any of the following causes of loss:
- a. **Lighning.**
  - b. **Windstorm or Hail.** However, this exclusion does not apply when:
    - (1) "Covered equipment" located within a building or structure suffers an "accident" that results from wind-blown rain, snow, sand or dust; and
    - (2) The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered.
  - c. **Collision or any physical contact caused by a "vehicle."** This includes damage by objects falling from aircraft. However, this exclusion does not apply to any unlicensed "vehicles" which you own or which are operated in the course of your business.
  - d. **Riot or Civil Commotion.**
  - e. **Leakage or discharge of any substance from an automatic sprinkler system,** including collapse of a tank that is part of the system
  - f. **Volcanic Action.**
  - g. **An electrical insulation breakdown test**
  - h. **A hydrostatic, pneumatic or gas pressure test**
  - i. **Water or other means intended to extinguish a fire, even when such an attempt is unsuccessful**
  - j. **Elevator collision.**
3. We will not pay for an "accident" caused by or resulting from any of the following perils, if such peril is a covered cause of loss under another coverage part or policy of insurance you have, whether collectible or not, and without regard to whether or not the other coverage part or policy of insurance provides the same coverage or scope of coverage as this policy
- a. **Falling Objects**
  - b. **Weight of Snow, Ice or Sleet**
  - c. **Water Damage, meaning discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam**
  - d. **Collapse.**
  - e. **Breakage of Glass**
  - f. **Freezing caused by cold weather**
  - g. **Discharge of molten material from equipment, including the heat from such discharged material.**
4. Exclusions 2. and 3. do not apply if all of the following are true:
- a. The excluded peril occurs away from any location described in the Declarations and causes an electrical surge or other electrical disturbance;
  - b. Such surge or disturbance is transmitted through utility service transmission lines to a described location;
  - c. At the described location, the surge or disturbance results in an "accident" to "covered equipment" that is owned or operated under the control of you or your landlord; and
  - d. The loss, damage or expense caused by such surge or disturbance is not a covered cause of loss under another coverage part or policy of insurance you have, whether collectible or not, and without regard to whether or not the other coverage part or policy of insurance provides the same coverage or scope of coverage as this policy
5. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:

- a. Loss associated with business that would not or could not have been carried on if the "accident" had not occurred;
  - b. Loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business;
  - c. That part of any loss that extends beyond or occurs after the "period of restoration." This includes, but is not limited to:
    - (1) "Business income" that would have been earned after the "period of restoration," even if such loss is the direct result of the suspension, lapse or cancellation of a contract during the "period of restoration"; and
    - (2) "Extra expense" to operate your business after the "period of restoration," even if such loss is contracted for and paid during the "period of restoration."
  - d. Any increase in loss resulting from an agreement between you and your customer or supplier. This includes, but is not limited to, contingent bonuses or penalties, late fees, demand charges, demurrage charges and liquidated damages.
6. With respect to Off Premises Property Damage coverage, Service Interruption coverage, Contingent Business Income coverage and paragraph (2) of Perishable Goods coverage, we will also not pay for an "accident" caused by or resulting from any of the perils listed in Exclusion 3 above, whether or not such peril is a covered cause of loss under another coverage part or policy of insurance you have
7. With respect to Data Restoration coverage, we will also not pay to reproduce:
- a. Software programs or operating systems that are not commercially available; or
  - b. "Data" that is obsolete, unnecessary or useless to you.
8. With respect to Demolition and Ordinance or Law coverages, we will also not pay for:
- a. Increased demolition or reconstruction costs until they are actually incurred; or
  - b. Loss due to any ordinance or law that:
    - (1) You were required to comply with before the loss, even if the building was undamaged; and
    - (2) You failed to comply with; whether or not you were aware of such non-compliance.

## C. LIMITS OF INSURANCE

Any payment made under this Equipment Breakdown Coverage will not be increased if more than one insured is shown in the Declarations or if you are comprised of more than one legal entity

### 1. Equipment Breakdown Limit

The most we will pay for loss, damage or expense arising from any "one accident" is the amount shown as the Equipment Breakdown Limit in the Declarations.

### 2. Coverage Limits

- a. The limit of your insurance under each of the coverages listed in A.2 from loss, damage or expense arising from any "one accident" is the amount indicated for that coverage in the Declarations. These limits are a part of, and not in addition to, the Equipment Breakdown Limit. If an amount of time is shown, coverage will continue for no more than that amount of time immediately following the "accident." If a coverage is shown as "Included," that coverage is provided up to the remaining amount of the Equipment Breakdown Limit. If no limit is shown in the Declarations for a coverage, or if a coverage is shown as Excluded in the Declarations, that coverage will be considered to have a limit of \$0.
- b. If two or more coverage limits apply to the same loss or portion of a loss, we will pay only the smallest of the applicable limits for that loss or portion of the loss. This means that if:
  - (1) You have a loss under one of the coverages listed in A.2.; and
  - (2) All or part of the loss is not covered because the applicable coverage is Excluded or has a limit that is less than the amount of your loss,
 we will not pay the remaining amount of such loss under any other coverage.

### EXAMPLE 1

Property Damage Limit: \$7,000,000

Business Income Limit: \$1,000,000

Newly Acquired Locations Limit: \$500,000

There is an "accident" at a newly acquired location that results in a Property Damage loss of \$200,000 and a Business Income loss of \$800,000

We will pay \$500,000, because the entire loss is subject to the Newly Acquired Locations Limit of \$500,000.

#### EXAMPLE 2

Property Damage Limit: \$7,000,000

Business Income Limit: \$500,000

Hazardous Substances Limit: \$25,000

There is an "accident" that results in a loss of \$100,000. If no "hazardous substance" had been involved, the property damage loss would have been \$10,000 and the business income loss would have been \$20,000. The presence of the "hazardous substance" increased the loss by \$70,000 (increasing the clean up and repair costs by \$30,000 and increasing the business income loss by \$40,000).

We will pay \$55,000 (\$10,000 property damage plus \$20,000 business income plus \$25,000 hazardous substances).

#### D. DEDUCTIBLES

##### 1. Deductibles for Each Coverage

- a. Unless the Declarations indicate that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss or damage exceeds the deductible amount indicated for that coverage in the Declarations. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit indicated in the Declarations.
- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.
- d. The following applies when a deductible is expressed as a function of the horsepower rating of a refrigerating or air conditioning system. If more than one compressor is used with a single system, the horsepower rating of the largest motor or compressor will determine the horsepower rating of the system.

##### 2. Direct and Indirect Coverages

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Declarations.
- b. Unless more specifically indicated in the Declarations:
  - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss, regardless of where such coverage is provided in this

Equipment Breakdown Coverage;  
and

- (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this Equipment Breakdown Coverage.

#### EXAMPLE

An "accident" results in covered losses as follows:

\$100,000 Total Loss (all applicable coverages)

\$ 35,000 Business Income Loss (including \$2,000 of business income loss payable under Data Restoration coverage)

\$ 5,000 Extra Expense Loss

In this case, the Indirect coverages loss totals \$40,000 before application of the Indirect Coverage Deductible. The Direct coverages loss totals the remaining \$60,000 before application of the Direct Coverage Deductible.

##### 3. Application of Deductibles

###### a. Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable deductible or deductibles shown in the Declarations. We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, subject to the applicable limits shown in the Declarations.

###### b. Time Deductibles

If a time deductible is shown in the Declarations, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

###### c. Multiple of Average Daily Value (ADV) Deductibles

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the "business income" that would have been earned during the period of interruption had no "accident" occurred, divided by the number of working days in that period. The ADV applies to the "business income" value of the entire location, whether or not the loss affects the entire location. If more than one location is

included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration."

The number indicated in the Declarations will be multiplied by the ADV as determined above. The result will be used as the applicable deductible.

#### EXAMPLE

Business is interrupted, partially or completely, for 10 working days. If there had been no "accident," the total "business income" at the affected location for those 10 working days would have been \$5,000. The Indirect Coverages Deductible is 3 Times ADV.

$$\$5,000 / 10 = \$500 \text{ ADV}$$

$$3 \times \$500 = \$1,500 \text{ Indirect Coverages Deductible}$$

- d. **Percentage of Loss Deductibles**  
If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated Minimum Deductible, the Minimum Deductible will be the applicable deductible.

#### E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. **Abandonment**  
There can be no abandonment of any property to us.
2. **Brands and Labels**  
If branded or labeled merchandise that is "covered property" is damaged by an "accident," but retains a salvage value, you may, at your expense:
  - a. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
  - b. Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

We will pay for any reduction in value of the

salvage merchandise resulting from either of these two actions, subject to all applicable limits.

If a Brands and Labels Limit is shown on the Declarations, we will not pay more than the indicated amount for coverage under this Condition.

#### 3. Coinsurance - Business Income Coverage

- a. Unless otherwise shown in the Declarations, Business Income coverage is subject to coinsurance. This means that we will not pay the full amount of any "business income" loss if the "business income actual annual value" is greater than the "business income estimated annual value" at the affected location at the time of the "accident." Instead, we will determine the most we will pay using the following steps:

- (1) Divide the "business income estimated annual value" by the "business income actual annual value" at the time of the "accident";
- (2) Multiply the total amount of the covered loss of "business income" by the amount determined in paragraph (1) above;
- (3) Subtract the applicable deductible from the amount determined in paragraph (2) above;

The resulting amount, or the Business Income Limit, whichever is less, is the most we will pay. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

- b. Coinsurance applies separately to each insured location.
- c. If you report a single "business income estimated annual value" for more than one location, without providing information on how that amount should be distributed among the locations, we will distribute the amount evenly among all applicable locations.

#### EXAMPLE 1 (Underinsurance)

When:

The "business income actual annual value" at the location of loss at the time of the "accident" is \$200,000.

The "business income estimated annual value" shown in the Declarations for the location of loss is \$100,000.

The actual loss of "business income" resulting from the "accident" is \$40,000.

The Business Income limit is \$100,000  
 The Business Income deductible is \$5,000  
 Step 1:  $\$100,000 / \$200,000 = .5$   
 Step 2:  $\$40,000 \times .5 = \$20,000$   
 Step 3:  $\$20,000 - \$5,000 = \$15,000$   
 The total "business income" loss recovery, after deductible, would be \$15,000. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

We will also charge you an additional premium in recognition of the actual "business income annual value."

#### EXAMPLE 2 (Adequate insurance)

When:

The "business income actual annual value" at the location of loss at the time of the "accident" is \$200,000.

The "business income estimated annual value" shown in the Declarations for the location of loss is \$200,000.

The actual loss of "business income" resulting from the "accident" is \$40,000.

The Business Income limit is \$100,000.

The Business Income deductible is \$5,000.

Step 1:  $\$200,000 / \$200,000 = 1$

Step 2:  $\$40,000 \times 1 = \$40,000$

Step 3:  $\$40,000 - \$5,000 = \$35,000$

The total "business income" loss recovery, after deductible, would be \$35,000.

#### 4 Coinsurance - Coverages other than Business Income

Coverages other than Business Income may be subject to coinsurance if so indicated in the Declarations. If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a We will not pay the full amount of any loss if the value of the property subject to the coverage at the time of the "accident" times the Coinsurance percentage shown for it in the Declarations is greater than the applicable limit.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of the property subject to the coverage at the time of the "accident" by the Coinsurance percentage;
- (2) Divide the applicable limit by the amount determined in step (1);
- (3) Multiply the total amount of loss, before the application of any

deductible, by the amount determined in step (2); and

- (4) Subtract the deductible from the amount determined in step (3).

We will pay the amount determined in step (4) or the applicable limit, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

- b Coinsurance applies separately to each insured location.

#### EXAMPLE 1 (Underinsurance)

When:

The actual value of "perishable goods" at the location of loss at the time of the "accident" is \$200,000.

The Perishable Goods limit is \$100,000 @ 80% coinsurance.

The loss under Perishable Goods coverage resulting from the "accident" is \$60,000.

The Perishable Goods deductible is \$5,000.

Step 1:  $\$200,000 \times 80\% = \$160,000$

Step 2:  $\$100,000 / \$160,000 = .625$

Step 3:  $\$60,000 \times .625 = \$37,500$

Step 4:  $\$37,500 - \$5,000 = \$32,500$

The total Perishable Goods loss recovery, after deductible, would be \$32,500. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

#### EXAMPLE 2 (Adequate insurance)

When:

The actual value of "perishable goods" at the location of loss at the time of the "accident" is \$100,000.

The Perishable Goods limit is \$100,000 @ 80% coinsurance.

The loss under Perishable Goods coverage resulting from the "accident" is \$60,000.

The Perishable Goods deductible is \$5,000.

Step 1:  $\$100,000 \times 80\% = \$80,000$

Step 2:  $\$100,000 / \$80,000 = 1.25$

Coinsurance does not apply.

Step 3:  $\$60,000 - \$5,000 = \$55,000$

The total Perishable Goods loss recovery, after deductible, would be \$55,000.

#### 5. Defense

We have the right, but are not obligated, to defend you against suits arising from claims of owners of property in your care, custody or control. When we do this, it will be at our expense.



6. Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss or damage:

- a. Give us a prompt notice of the loss or damage, including a description of the property involved.
- b. You must reduce your loss, damage or expense, if possible, by:
  - (1) Protecting property from further damage. We will not pay for your failure to protect property, as stated in Exclusion B 1 g;
  - (2) Resuming business, partially or completely at the location of loss or at another location;
  - (3) Making up lost business within a reasonable amount of time. This includes working extra time or overtime at the location of loss or at another location. The reasonable amount of time does not necessarily end when the operations are resumed;
  - (4) Using merchandise or other property available to you;
  - (5) Using the property or services of others; and
  - (6) Salvaging the damaged property.
- c. Allow us a reasonable time and opportunity to examine the property and premises before repair or replacement is undertaken or physical evidence of the "accident" is removed. But you must take whatever measures are necessary for protection from further damage.
- d. Make no statement that will assume any obligation or admit any liability, for any loss, damage or expense for which we may be liable, without our consent.
- e. Promptly send us any legal papers or notices received concerning the loss, damage or expense.
- f. As often as may be reasonably required, permit us to inspect your property, premises and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- g. If requested, permit us to examine you and any of your agents, employees and representatives under oath. We may examine any insured under oath while not in the presence of any other insured. Such

examination:

- (1) May be at any time reasonably required;
  - (2) May be about any matter relating to this insurance, your loss, damage or expense, or your claim, including, but not limited to, your books and records; and
  - (3) May be recorded by us by any methods we choose.
  - h. Send us a signed, sworn proof of loss containing the information we request. You must do this within 60 days after our request.
  - i. Cooperate with us in the investigation and settlement of the claim.
7. Errors and Omissions
- a. We will pay your loss covered by this Equipment Breakdown coverage if such loss is otherwise not payable solely because of any of the following:
    - (1) Any error or unintentional omission in the description or location of property as insured under this policy;
    - (2) Any failure through error to include any premises owned or occupied by you at the inception of this policy; or
    - (3) Any error or unintentional omission by you that results in cancellation of any premises insured under this policy.
  - b. No coverage is provided as a result of any error or unintentional omission by you in the reporting of values or the coverage you requested.
  - c. It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.
  - d. If an Errors and Omissions Limit is shown on the Declarations, we will not pay more than the indicated amount for coverage under this Condition.

8. Proving Your Loss

It is your responsibility, at your own expense, to provide documentation to us:

- a. Demonstrating that the loss, damage or expense is the result of an "accident" covered under this Equipment Breakdown

Coverage; and

- b Calculating the dollar amount of the loss, damage and expense that you claim is covered.

Your responsibility in 8.a. above is without regard to whether or not the possible "accident" occurred at your premises or involved your equipment

9. **Salvage and Recoveries**

When, in connection with any loss under this Equipment Breakdown Coverage, any salvage or recovery is received after the payment for such loss, the amount of the loss shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly

10. **Valuation**

We will determine the value of "covered property" as follows:

- a Except as specified otherwise, our payment for damaged "covered property" will be the smallest of:

- (1) The cost to repair the damaged property;
- (2) The cost to replace the damaged property on the same site; or
- (3) The amount you actually spend that is necessary to repair or replace the damaged property

- b The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property

- c Except as described in d. below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity

- d. **Environmental, Safety and Efficiency Improvements**

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that we agree is better for the environment, safer for people or more energy efficient than the equipment being replaced, subject to the following conditions:

- (1) We will not pay more than 125% of

what the cost would have been to replace with like kind and quality;

- (2) We will not pay to increase the size or capacity of the equipment;
- (3) This provision only applies to Property Damage coverage;
- (4) This provision does not increase any of the applicable limits;
- (5) This provision does not apply to any property valued on an Actual Cash Value basis; and
- (6) This provision does not apply to the replacement of component parts.

- e The following property will be valued on an Actual Cash Value basis:

- (1) Any property that does not currently serve a useful or necessary function for you;
- (2) Any "covered property" that you do not repair or replace within 24 months after the date of the "accident"; and
- (3) Any "covered property" for which Actual Cash Value coverage is specified in the Declarations

Actual Cash Value includes deductions for depreciation.

- f. If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:

- (1) The property was manufactured by you;
- (2) The sales price of the property is less than the replacement cost of the property; or
- (3) You are unable to replace the property before its anticipated sale.

- g Except as specifically provided for under Data Restoration coverage, "data" and "media" will be valued on the following basis:

- (1) For mass-produced and commercially available software, at the replacement cost
- (2) For all other "data" and "media," at the cost of blank "media" for reproducing the records. We will not pay for "data" representing financial records based on the face value of such records.

- h Air conditioning or refrigeration equipment that utilizes a refrigerant containing CFC (chlorofluorocarbon) substances will be valued at the cost to do the least expensive of the following:

- (1) Repair or replace the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

In determining the least expensive option, we will include any associated Business Income or Extra Expense loss. If option (2) or (3) is more expensive than (1), but you wish to retrofit or replace anyway, we will consider this better for the environment and therefore eligible for valuation under paragraph d., Environmental, Safety and Efficiency Improvements. In such case, E.10.d.(1) is amended to read: "We will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality."

#### F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

##### 1. Additional Insured

If a person or organization is designated in this Equipment Breakdown Coverage as an additional insured, we will consider them to be an insured under this Equipment Breakdown Coverage only to the extent of their interest in the "covered property."

##### 2. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve you or us of any obligation under this Equipment Breakdown Coverage.

##### 3. Concealment, Misrepresentation or Fraud

We will not pay for any loss and coverage will be void if you or any additional insured at any time:

- a. Intentionally cause or allow loss, damage or expense in order to collect on insurance; or
- b. Intentionally conceal or misrepresent a material fact concerning:
  - (1) This Equipment Breakdown

Coverage;

- (2) The "covered property";
- (3) Your interest in the "covered property"; or
- (4) A claim under this Equipment Breakdown Coverage.

#### 4. Jurisdictional Inspections

It is your responsibility to comply with any state or municipal boiler and pressure vessel regulations. If any "covered equipment" that is "covered property" requires inspection to comply with such regulations, at your option we agree to perform such inspection.

#### 5. Legal Action Against Us

No one may bring a legal action against us under this Equipment Breakdown Coverage unless:

- a. There has been full compliance with all the terms of this Equipment Breakdown Coverage; and
- b. The action is brought within two years after the date of the "accident" or
- c. We agree in writing that you have an obligation to pay for damage to "covered property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

#### 6. Liberalization

If we adopt any standard form revision for general use that would broaden the coverage under this Equipment Breakdown Coverage without additional premium, the broadened coverage will apply to this Equipment Breakdown Coverage commencing on the date that such revision becomes effective in the jurisdiction where the "accident" occurs.

#### 7. Loss Payable

- a. We will pay you and the loss payee shown in the Declarations for loss covered by this Equipment Breakdown Coverage, as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part or on the part of the loss payee.
- b. We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, we will mail you and the loss payee the same advance notice.
- c. If we make any payment to the loss payee,

we will obtain their rights against any other party

**8. Maintaining Your Property and Equipment**

It is your responsibility to appropriately maintain your property and equipment. We will not pay your costs to maintain, operate, protect or enhance your property or equipment, even if such costs are to comply with our recommendations or prevent loss, damage or expense that would be covered under this policy.

**9. Mortgage Holders**

- a. The term mortgage holder includes trustee
- b. We will pay for direct damage to "covered property" due to an "accident" to "covered equipment" to you and each mortgage holder shown in the Declarations in their order of precedence, as interests in the "covered property" may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the "covered property."
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Equipment Breakdown Coverage, the mortgage holder will still have the right to receive loss payment, provided the mortgage holder does all of the following:

- (1) Pays any premium due under this Equipment Breakdown Coverage at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so;
- (3) Has notified us of any change in ownership or material change in risk known to the mortgage holder; and
- (4) Has complied with all other terms and conditions of this Policy

All of the terms of this Equipment Breakdown Coverage will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss and deny payment to you because of your acts or because you have failed to comply with the terms of this Equipment Breakdown Coverage:

- (1) The mortgage holder's right under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason
- g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.
- h. If we suspend coverage, it will also be suspended as respects the mortgage holder. We will give written notice of the suspension to the mortgage holder.

**10. Other Insurance**

If there is other insurance that applies to the same loss, damage or expense, this Equipment Breakdown Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

**11. Policy Period, Coverage Territory**

Under this Equipment Breakdown Coverage:

- a. The "accident" must occur during the Policy Period, but expiration of the policy does not limit our liability.
- b. The "accident" must occur within the following Coverage Territory:
  - (1) The United States of America (including its territories and possessions);
  - (2) Puerto Rico; and
  - (3) Canada

**12. Privilege to Adjust with Owner**

In the event of loss, damage or expense involving property of others in your care, custody or control, we have the right to settle the loss, damage or expense with respect to such property with the owner of the property. Settlement with owners of that property will satisfy any claim of yours.

### 13. Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by delivering or mailing a written notice of suspension to:

- a. Your last known address; or
- b. The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment."

If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

### 14. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Equipment Breakdown Coverage has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to an "accident."
- b. After an "accident" only if, at time of the "accident," that party is one of the following:
  - (1) Someone insured by this Policy; or
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you

## G. DEFINITIONS

### 1. "Accident"

- a. "Accident" is defined in A.1 a.
- b. None of the following is an "accident," however caused and without regard to whether such condition or event is normal and expected or unusual and unexpected:
  - (1) Depletion, deterioration, rust, corrosion, erosion, settling or wear and tear;
  - (2) Any gradually developing condition;
  - (3) Any defect, programming error, programming limitation, computer virus, malicious code, loss of "data,"

loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind;

- (4) Contamination by a "hazardous substance"; or
- (5) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance

### 2. "Boilers and Vessels" means:

- a. Boilers;
- b. Steam piping;
- c. Piping that is part of a closed loop used to conduct heat from a boiler;
- d. Condensate tanks; and
- e. Unfired vessels which, during normal usage, operate under vacuum or pressure, other than the weight of contents

This term does not appear elsewhere in this coverage form, but may appear in the Declarations.

### 3. "Building Utilities" means "covered equipment" permanently mounted on or in a building and used to provide any of the following services within the building: heating, ventilating, air conditioning, electrical power, hot water, elevator or escalator services, natural gas service or communications. "Building utilities" does not include personal property or equipment used in manufacturing or processing.

### 4. "Buried Vessels or Piping" means any piping or vessel buried or encased in the earth, concrete or other material, whether above or below grade, or in an enclosure which does not allow access for inspection and repair.

### 5. "Business Income" means the sum of:

- a. The Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal and necessary operating expenses incurred, including employee payroll.

### 6. "Business Income Actual Annual Value" means the "business income" for the current fiscal year that would have been earned had no "accident" occurred.

In calculating the "business income actual annual value," we will take into account the actual experience of your business before the "accident" and the probable experience you would have had without the "accident."

7. "Business Income Estimated Annual Value" means the anticipated "business income" reported to us and shown in the Declarations. If no value is shown in the Declarations, the "business income estimated annual value" will be the most recent report of anticipated "business income" values on file with us.
8. "Covered Equipment"
- a. "Covered Equipment" is defined in A 1 b
  - b. None of the following is "covered equipment":
    - (1) Structure, including but not limited to the structural portions of buildings and towers, scaffolding, and any air supported enclosure;
    - (2) Foundation;
    - (3) Cabinet, compartment, conduit or ductwork;
    - (4) Insulating or refractory material;
    - (5) "Buried vessels or piping";
    - (6) Waste, drainage or sewer piping;
    - (7) Piping, valves or fittings forming a part of a sprinkler or fire suppression system;
    - (8) Water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;
    - (9) "Vehicle" or any equipment mounted on a "vehicle";
    - (10) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
    - (11) Dragline, excavation or construction equipment;
    - (12) Equipment manufactured by you for sale; or
    - (13) "Data."
9. "Covered Property"
- a. "Covered Property" means property that you own or property that is in your care, custody or control and for which you are legally liable. Such property must be at a location described in the Declarations except as provided under Off Premises Property Damage coverage.
  - b. None of the following is "covered property":
    - (1) Accounts, bills, currency, deeds or other evidences of debt, money, notes or securities;
    - (2) Fine arts, jewelry, furs or precious stones;
    - (3) Precious metal, unless forming a part of "covered equipment";
    - (4) Animals;
    - (5) Contraband, or property in the course of illegal transportation or trade;
    - (6) Land (including land on which the property is located), water, trees, growing crops or lawns; or
    - (7) Shrubs or plants, unless held indoors for retail sale.
10. "Data" means information or instructions stored in digital code capable of being processed by machinery.
11. "Electrical Generating Equipment"
- a. "Electrical Generating Equipment" means equipment which converts any other form of energy into electricity. This includes, but is not limited to, the following:
    - (1) Boilers used primarily to provide steam for one or more turbine-generator units;
    - (2) Turbine-generators (including steam, gas, water or wind turbines);
    - (3) Engine-generators;
    - (4) Fuel cells or other alternative electrical generating equipment;
    - (5) Electrical transformers, switchgear and power lines used to convey the generated electricity; and
    - (6) Associated equipment necessary for the operation of any of the equipment listed in (1) through (5) above.
  - b. "Electrical Generating Equipment" does not mean:
    - (1) Elevator or hoist motors that generate electricity when releasing cable; or
    - (2) Equipment intended to generate electricity solely on an emergency, back-up basis.
- This term does not appear elsewhere in this coverage form, but may appear in the Declarations.
12. "Extra Expense" means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "accident" occurred.
13. "Hazardous Substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
14. "Interruption of Service"
- a. "Interruption of Service" means a failure or

disruption of the normal supply of any of the Covered Services listed in b. below, when such failure or disruption is caused by an "accident" to "covered equipment," subject to the conditions listed in c. through f. below

- b. Covered Services are electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks and data transmission.
  - c. The "covered equipment" must either be:
    - (1) Owned by a company with whom you have a contract to supply you with one of the Covered Services; or
    - (2) Used to supply you with one of the Covered Services and located within one mile of a location described in the Declarations
  - d. If a Service Interruption Distance Limitation is indicated in the Declarations, the "covered equipment" suffering the "accident" must be located within the indicated distance of any location described in the Declarations.
  - e. If an Interruption of Service Waiting Period is indicated in the Declarations, no failure or disruption of service will be considered to qualify as an "interruption of service" until the failure or disruption exceeds the indicated number of hours immediately following the "accident."
  - f. "Interruption of service" does not include any failure or disruption, whether or not arising from or involving an "accident," in which a supplier could have continued to provide service to the location but chose for any reason to reduce or discontinue service.
- 15 "Interruption of Supply"
- a. "Interruption of Supply" means a failure or disruption of the normal supply of any of the Covered Contingencies listed below, when such failure or disruption is caused by an "accident" to "covered equipment" that is located at a Contingent Business Income supplier or receiver location indicated in the Declarations. If no Contingent Business Income supplier or receiver location is indicated in the Declarations, the "covered equipment" must be owned by a supplier from whom you have received the Covered Contingency for at least six months prior to

the "accident" or a receiver to whom you have supplied the Covered Contingency for at least six months prior to the "accident."

- b. Covered Contingencies are raw materials, intermediate products, finished products, packaging materials and product processing services.
- 16. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
  - 17. "One Accident" means all "accidents" occurring at the same time from the same event. If an "accident" causes other "accidents," all will be considered "one accident."
  - 18. "Ordinary Payroll" means the Payroll Expenses associated with all employees other than executives, department managers and employees under contract.  
As used above, Payroll Expenses means all payroll, employee benefits directly related to payroll, FICA payments you pay, union dues you pay and workers compensation premiums "Ordinary payroll" does not include pensions or directors fees.  
This term does not appear elsewhere in this coverage form, but may appear in the Declarations.
  - 19. "Period of Restoration" means the period of time that begins at the time of the "accident" and continues until the earlier of:
    - a. The date the physical damage to "covered equipment" is repaired or replaced; or
    - b. The date on which such damage could have been repaired or replaced with the exercise of due diligence and dispatch,
 plus the number of days, if any, shown in the Declarations for Extended Period of Restoration
  - 20. "Perishable Goods" means any "covered property" subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity or pressure
  - 21. "Production Machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus.  
This term does not appear elsewhere in this coverage form, but may appear in the Declarations.
  - 22. "Spoilage" means any detrimental change in state. This includes but is not limited to thawing

of frozen goods, warming of refrigerated goods, freezing of fresh goods, solidification of liquid or molten material and chemical reactions to material in process

23. "Vehicle" means any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."



## Equipment Breakdown Coverage Part Declarations No. 1

Named Insured:

School Board Of Broward County, Et Al

Policy Number . . . . . FBP4910293

Effective Date . . . . . 07/01/2004

Issue Date . . . . . 07/14/2004

These coverages apply to any location listed on the Schedule of Locations for Equipment Breakdown Coverage Part Declarations No. 1

Coverages	Limits
Equipment Breakdown Limit . . . . .	\$50,000,000
Property Damage . . . . .	Included
Off Premises Property Damage . . . . .	\$25,000
Business Income . . . . .	Included
Extra Expense . . . . .	Included
Service Interruption . . . . .	Included
Contingent Business Income . . . . .	\$25,000
Perishable Goods . . . . .	Included
Data Restoration . . . . .	\$100,000
Demolition . . . . .	\$1,000,000
Ordinance or Law . . . . .	\$1,000,000
Expediting Expense . . . . .	Included
Hazardous Substances . . . . .	\$2,000,000
Newly Acquired Locations . . . . .	\$10,000,000

### Deductibles

Combined . . . . . \$10,000.00

### Other Conditions

Extended Period of Restoration	30 Days
Newly Acquired Locations	365 Days
Business Income Coinsurance	Not Applicable
Notice of Cancel other than non-payment	90 Days ✓
Omnibus Location Wording - See Endorsement	
See Special Endorsement Attached.	
The words 'on the same site' are deleted from Valuation a.(2).	

## Terrorism Risk Insurance Act of 2002

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Named Insured:

School Board Of Broward County, Et Al

Policy Number..... FBP4910293

Effective Date..... 07/01/2004

Issue Date..... 07/14/2004

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This endorsement changes the policy. Please read it carefully

### Applicable Premium

Your policy premium includes the following premium charge for losses resulting from certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002: \$0.

### Informational Notice

The following notice does not change your coverage under this policy, but is provided for your information in compliance with the Terrorism Risk Insurance Act of 2002.

Under the Terrorism Risk Insurance Act of 2002, we must offer you coverage for losses arising from certified acts of terrorism as defined in the Act. This policy does not contain a terrorism exclusion. The actual coverage provided by the policy for acts of terrorism, as is true for all coverages, is subject to the terms, conditions, exclusions, limits, and other provisions of your policy, any endorsements to your policy, and generally applicable rules of law.

Any coverage provided by this policy for losses arising from certified acts of terrorism is partially reinsured by the United States of America under a formula established by federal law. Under this formula, the United States will pay 90 percent of covered terrorism losses exceeding a statutorily established deductible paid by insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

## Named Insured Endorsement

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Named Insured:

School Board Of Broward County, Et Al

Policy Number ..... FBP4910293

Effective Date ..... 07/01/2004

Issue Date ..... 07/14/2004

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This endorsement changes the policy. Please read it carefully.

The School Board of Broward County, Florida

Any affiliated or subsidiary board, authority, committee or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a body politic created by a listed named insured; or one in which controlling interest or membership therein is vested in a listed named insured.

## Omnibus Location Description

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This endorsement changes the policy. Please read it carefully.

In consideration of the Report of Locations and Values, which is on file with us, the following is added to the Schedule of Locations:

Any location within the "Coverage Territory" of this policy and which is:

- a) Owned by you; or
- b) Leased by and operated under your control and for which you are legally liable

Newly acquired locations must be reported to us in accordance with the **Newly Acquired Locations COVERAGE** of this policy.

### REPORT OF LOCATION AND VALUES

You shall prepare as of the date this Equipment Breakdown Coverage becomes effective, and as of each 12 months thereafter, a Report of Locations and Values showing the following:

- 1) Each location owned by you, or leased and operated under your control on the date for which the report is prepared;
- 2) The building and contents values of each location; and
- 3) The Business Income values of each location, if Business Income coverage is applicable.

This Report shall be filed with us not later than 30 days prior to each anniversary date. We shall compute the policy premium as of the anniversary date based on the report as filed with us.

## Special Endorsement

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Named Insured:

School Board Of Broward County, Et Al

Policy Number ... FBP4910293

Effective Date. .... 07/01/2004

Issue Date..... 07/14/2004

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This endorsement changes the policy. Please read it carefully.

As respects Company Form No. EFB SCHLOCS in the Declarations, please refer  
to endorsement END OMNIBUS 10/2002, Omnibus Location Description

## Special Endorsement

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Named Insured:

School Board Of Broward County, Et Al

Policy Number ..... FBP4910293

Effective Date..... 07/01/2004

Issue Date..... 07/14/2004

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This endorsement changes the policy. Please read it carefully.

\*Covered property\* does not include:

Human Resources Center  
901 NW 129th Ave  
Pembroke Pines, FL 33025

## Special Endorsement

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Named Insured:

School Board Of Broward County, Et Al

Policy Number..... FBP4910293

Effective Date..... 07/01/2004

Issue Date..... 07/14/2004

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This endorsement changes the policy. Please read it carefully.

### Sole Agent Endorsement

It is agreed that The School Board of Broward County, Florida, shall be Sole Agent of the insured with respect to premium payment, cancellation, participation and/or dividend provisions of this contract. Any notice with respect to the foregoing shall be sent to:

Director, Risk Management

The School Board of Broward County, Florida

1320 S W Fourth St, Bldg 7

Ft Lauderdale, FL 33312-7535

*amend address*

## Special Endorsement

---

Named Insured:

School Board Of Broward County, Et Al

Policy Number..... FBP4910293

Effective Date..... 07/01/2004

Issue Date..... 07/14/2004

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This endorsement changes the policy. Please read it carefully.

### Rerating Endorsement

We will not increase the rates used to determine the premium for the policy prior to the later of:

A the end of any twelve (12) month anniversary of the contract; or

B at least ninety (90) days after receipt by the School Board of Broward County of valid written notice from us, stating specifically the amount of rate change proposed and the effect of the proposed change on the overall policy premium.

Such written notice shall be delivered to:

Director, Risk Management

The School Board of Broward County, Florida

1320 S W Fourth St., Bldg 7

Ft Lauderdale, FL 33312-7535

*amend address*



# Florida Changes

This endorsement changes the policy. Please read it carefully.  
These changes apply only to locations covered by the policy that are in the State of Florida.

**A Paragraph 2 of the CANCELLATION COMMON POLICY CONDITION is replaced by the following:**

**2 Cancellation for policies in effect for 90 days or less:**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (1) A material misstatement or misrepresentation; or
  - (2) A failure to comply with underwriting requirements established by the insurer.

**B. The following is added to the CANCELLATION COMMON POLICY CONDITION and supersedes any provision to the contrary:**

**7. Cancellation for policies in effect for more than 90 days:**

- a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) The policy was obtained by a material misstatement;
  - (3) There has been a failure to comply with underwriting requirements within 90 days of the effective date of coverage;
  - (4) There has been a substantial change in the risk covered by the policy; or

**(5) The cancellation is for all insureds under such policies for a given class of insureds**

- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if Cancellation is for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if:

- (a) Cancellation is for the reasons stated in 7 a (2) through 7 a.(5) above; and
- (b) This policy does not cover a residential structure or its contents; or

(3) 90 days before the effective date of cancellation if:

- (a) Cancellation is for one or more of the reasons stated in 7.a (2) through 7 a.(5) above; and
- (b) This policy covers a residential structure or its contents.

**C. The following is added and supersedes any provision to the contrary:**

**NONRENEWAL**

- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of this policy
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice

## Florida Changes

This endorsement changes the policy. Please read it carefully.

These changes apply only to locations covered by the policy that are in the State of Florida.

A. The Mold EXCLUSION is replaced by the following:

**Additional Exclusion**

Any indirect result of an "accident" to "covered equipment", except for "business income" and "extra expense" loss as specifically provided in this Equipment Breakdown Coverage

B. Paragraph b. of the Legal Action Against Us ADDITIONAL CONDITION is replaced by the following:

The action is brought within five years after the date of the "accident"; or

**Crime Policy**  
**July 1, 2005/06**

B -80-07/13/05-GVT2171331-02  
0059540

ORIGINAL COPY



Administrative Offices  
580 Walnut Street  
Cincinnati, OH 45202  
513 369 5000 ph

IL 70 01 (Ed. 02 89)

Policy No. GVT 217-13-31 - 02  
Renewal Of GVT 217-13-31 - 01

**BUSINESSPRO POLICY COMMON DECLARATIONS**

<b>NAMED INSURED AND ADDRESS:</b> SCHOOL BOARD OF BROWARD COUNTY, FL 7770 W OAKLAND PARK BLVD SUITE 206 SUNRISE, FL 33351	<b>POLICY PERIOD:</b> 12:01 A.M. Standard Time at the address of the Named Insured shown at left From: 07/01/2005 To: 07/01/2006
<b>IN RETURN FOR PAYMENT OF THE PREMIUM. AND SUBJECT TO ALL TERMS OF THIS POLICY. WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</b>	<b>AGENT'S NAME AND ADDRESS:</b> A J GALLAGHER & CO 2 PIERCE PLACE ITASCA, IL 60143

Insurance is afforded by company indicated below:

GREAT AMERICAN INSURANCE COMPANY

(A capital stock corporation)

**BUSINESS DESCRIPTION PUBLIC SCHOOL BOARD**

This policy consists of the following Coverage  
parts for which a premium is indicated This  
premium may be subject to adjustment

Premium

Commercial Property	\$
Commercial General Liability	\$
Commercial Crime	\$ 40,073
Commercial Inland Marine	\$
Commercial Boiler and Machinery	\$
Commercial Auto	\$
Commercial Umbrella	\$

**COPY**

**TOTAL \$ 40,073**

Premium shown is payable: \$ 40,073 at inception;  
\$ 40,073

**FORMS AND ENDORSEMENTS** applicable to all Coverage Forms and made part of this  
policy at time of issue are listed on the attached Forms and Endorsements  
Schedule IL 88 01 (11/85)

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
Date \_\_\_\_\_ Authorized Representative

 **GREATAMERICAN**  
INSURANCE GROUP

Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

IL 88 01 (Ed. 11 85)

**BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

		Date Added* or		
Form and Edition		ST Date Deleted		Form Description
1	IL0017	11/98	FL	COMMON POLICY CONDITIONS
2	CR7800	01/86	FL	CRIME COVERAGE PART DECLARATIONS
3	IL0255	07/02	FL	FL CHANGES-CANCELLATION/NONRENEWAL
4	CR0206	07/02	FL	FL CHANGES
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\*If not at inception

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund
6. If notice is mailed, proof of mailing will be sufficient proof of notice

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our

consent. This policy's terms can be amended or waived only by endorsement issued by us and made part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

1. We have the right to:
  - a. make inspections and surveys at any time;
  - b. give you reports on the conditions we find; and
  - c. recommend changes
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. are safe or healthful; or
  - b. comply with laws, regulations, codes or standards
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators

**E. PREMIUMS**

The first Named Insured shown in the Declarations:

1. is responsible for the payment of all premiums; and
2. will be the payee for any return premiums we pay

**F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative

*Kenneth Holley Hendell*  
Secretary

*Carl H. Lindner III*  
President

IL 02 55  
(Ed 07 02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
FARM COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

### 2. Cancellation For Policies In Effect 90 Days Or Less

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) a material misstatement or misrepresentation; or

(b) a failure to comply with underwriting requirements established by the insurer

b. We may not cancel:

(1) on the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably neces-

sary as requested by us to prevent recurrence of damage to the insured property; or

(2) on the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:

(a) the total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(b) you have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

B. The following is added to the Cancellation Common Policy Condition:

### 7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:



- (1) nonpayment of premium;
  - (2) the policy was obtained by a material misstatement;
  - (3) there has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
  - (4) there has been a substantial change in the risk covered by the policy;
  - (5) the cancellation is for all Insureds under such policies for a given class of Insureds;
  - (6) on the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (7) on the basis of filing of claims for partial loss caused by sinkhole damage, or on the basis of the risk associated with the occurrence of such a claim, if:
    - (a) the total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
    - (b) you have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if:
    - (a) cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(7) above; and
    - (b) this policy does not cover a residential structure or its contents; or
  - (3) 90 days before the effective date of cancellation if:
    - (a) cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(7) above; and
    - (b) this policy covers a residential structure or its contents
- C. The following is added:
- NONRENEWAL**
1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least
    - a. 90 days prior to the expiration of the policy if this policy covers a residential structure or its contents; or
    - b. 45 days prior to the expiration of the policy for all other policies
  2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice
  3. We may not refuse to renew this policy:
    - a. on the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

b. on the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:

- (1) the total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
- (2) you have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based

CR 02 06  
(Ed. 07 02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME POLICY  
KIDNAP/RANSOM AND EXTORTION POLICY

A. Paragraph (2) of the Cancellation Of Policy Condition is replaced by the following:

(2) Cancellation Of Policies In Effect

(a) 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium
- (ii) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

- i. a material misstatement or misrepresentation; or
- ii. a failure to comply with underwriting requirements established by the insurer

(b) For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (i) nonpayment of premium;

- (ii) the policy was obtained by a material misstatement;

- (iii) there has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

- (iv) there has been a substantial change in the risk covered by the policy; or

- (v) the cancellation is for all Insureds under such policies for a given class of Insureds

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- i. 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(i) above; or
- ii. 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(ii), (iii), (iv) or (v) above

- B. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy
  2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice
- C. Under the Commercial Crime Policy, Government Crime Policy and Employee Theft And Forgery Policy, the Legal Action Against Us Condition is replaced by the following:

**Legal Action Against Us**

You may not bring any legal action against us involving loss:

1. unless you have complied with all the terms of this policy;

2. until 90 days after you have filed proof of loss with us; and

3. unless brought within 5 years from the date you discover the loss

- D. Under the Kidnap/Ransom And Extortion Policy, the Legal Action Against Us Condition is replaced by the following:

**Legal Action Against Us**

You may not bring any legal action against us involving loss:

1. unless you have complied with all the terms of this policy;

2. until 90 days after you have filed proof of loss with us; and

3. unless brought within 5 years from the date you reported the loss to us



CR 78 00 (Ed. 01/86)

Policy No. GVT 217-13-31 - 02

**BUSINESSPRO CRIME COVERAGE PART  
DECLARATIONS PAGE**

<b>NAMED INSURED:</b> SCHOOL BOARD OF BROWARD COUNTY, FL	<b>POLICY PERIOD:</b> 07/01/2005 to 07/01/2006
--	---

The Crime Coverage Part consists of this Declarations Form, the Crime General Provisions Form and the Coverage Forms indicated as applicable

**COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:**

Coverage Form(s) Forming Part of This Coverage Part	Limit of Insurance	Deductible Amount	Premium
FORM O - PUBLIC EMPLOYEE DISHONESTY WITH FAITHFUL PERFORMANCE	\$ 5,000,000	\$100,000	INCL
SPECIFIC EXCESS	\$10,000,000	*	INCL
FORM B - FORGERY OR ALTERATION	\$ 1,000,000	\$25,000	INCL
FORM C - THEFT, DISAPPEARANCE & DESTRUCTION	\$ 50,000	\$25,000	INCL
FORM D - ROBBERY AND SAFE BURGLARY	\$ 50,000	\$25,000	INCL
*REFER TO ENDORSEMENT NO 1			
Total			\$40.073

**PREMIUM**

Premium for This Coverage Part: \$40.073

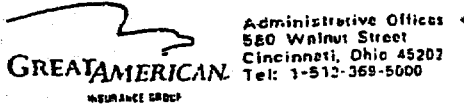
Premium shown is payable: \$40,073 at inception:  
\$40,073

FORMS AND ENDORSEMENTS applicable to all Coverage forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule CR 88 01 (01/86)

**CANCELLATION OF PRIOR INSURANCE:**

By acceptance of this Coverage Part, you give us notice cancelling prior Policy or Bond Nos. GVT 217-13-31 - 01

the cancellation to be effective at the time this Coverage Part becomes effective.



## BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted		Form Description
1	CR1000	04/97	FL	CRIME GENERAL PROVISIONS-LOSS SUST
2	CR0016	10/90	FL	PUBLIC EMPLOYEE DISHONESTY COV FORM
3	CR0003	01/86	FL	FORGERY OR ALTERATION COVERAGE FORM
4	CR0004	10/90	FL	THEFT/DISAPPEARANCE/DESTRUCT COV
5	CR0005	10/90	FL	ROBBERY & SAFE BURGLARY COV FORM D
6	CR1015	01/89	FL	ADDL SCH EXCESS LOI SPEC EMPL/POSIT
7	CR1018	01/86	FL	INCL CHAIRMAN/MEMBERS AS EMPLOYEES
8	CR1019	10/90	FL	INCL DIRECTOR/TRUSTEE AS EMPLOYEES
9	CR1024	10/90	FL	INCL DESIGNATED AGENTS AS EMPLOYEES
10	CR1026	10/90	FL	INCL SPEC NON-COMP OFFICERS AS EMPL
11	CR8802	01/86	FL	GENERAL ENDORSEMENT
12	CR8802	01/86	FL	GENERAL ENDORSEMENT
13	CR8802	01/86	FL	GENERAL ENDORSEMENT
14	CR8802	01/86	FL	GENERAL ENDORSEMENT
15	CR8802	01/86	FL	GENERAL ENDORSEMENT
16	CR8802	01/86	FL	GENERAL ENDORSEMENT
17	CR8802	01/86	FL	GENERAL ENDORSEMENT
18	CR8802	01/86	FL	GENERAL ENDORSEMENT
19	CR8802	01/86	FL	OMNIBUS NAMED INSURED
20	CR8802	01/86	FL	CLAIMS COSTS
21	CR8802	01/86	FL	TERMINATED EMPLOYEES END
22	CR1004	01/89	FL	EXCLUDE TRADING LOSS

\*If not at inception



CR 88 01 (Ed. 01 86)

BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted		Form Description
1	CR1023	01/86	FL	INCL VOL WORKERS OTH THAN SOLICTORS
2	CR1044	12/93	FL	ADD FAITHFUL PERFORMANCE OF DUTY
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\*If not at inception

**CRIME GENERAL PROVISIONS  
(LOSS SUSTAINED FORM)**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy

**A. GENERAL EXCLUSIONS**

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
  - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property
  - b. Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance
  - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action

5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, war-like action, insurrection, rebellion or revolution, or any related act or incident

**B. GENERAL CONDITIONS**

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:
  - a. this insurance;
  - b. the Covered Property;
  - c. your interest in the Covered Property; or
  - d. a claim under this insurance.
2. **Consolidation - Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:
  - a. any additional persons become "employees"; or



- b. you acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises," for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises" Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises."

3. Coverage Extensions: Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.

4. Duties in the Event of Loss: After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:

- a. Notify us as soon as possible
- b. Submit to examination under oath at our request and give us a signed statement of your answers
- c. Give us a detailed, sworn proof of loss within 120 days
- d. Cooperate with us in the investigation and settlement of any claim

5. Extended Period to Discover Loss: We will pay only for covered loss discovered no later than 1 year from the end of the Policy Period

6. Joint Insured

- a. If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

- c. An "employee" of any Insured is considered to be an "employee" of every Insured.

- d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.

- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

7. Legal Action Against Us: You may not bring any legal action against us involving loss:

- a. unless you have complied with all the terms of this insurance; and
- b. until 90 days after you have filed proof of loss with us; and
- c. unless brought within 2 years from the date you discover the loss

8. Liberalization: If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this insurance.

9. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. the actual amount of loss; or
- b. the sum of the Limits of Insurance applicable to those coverages.

10. **Loss Sustained During Prior Insurance**

a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

- (1) this insurance became effective at the time of cancellation or termination of the prior insurance; and
- (2) this loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred

b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- (1) this insurance as of its effective date; or
- (2) the prior insurance had it remained in effect

11. **Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:

- a. partly by this insurance; and
- b. partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period

12. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations

13. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:

- a. that you own or hold; or
- b. for which you are legally liable

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

14. **Policy Period:**

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

15. **Records:** You must keep records of all Covered Property so we can verify the amount of any loss

16. Recoveries:

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- (1) to you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
- (2) then to us, until we are reimbursed for the settlement made;
- (3) then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any

b. Recoveries do not include any recovery:

- (1) from insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (2) of original "securities" after duplicates of them have been issued

17. Territory: This insurance covers only acts committed or events occurring within the United States of America, US Virgin Islands, Puerto Rico, Canal Zone, or Canada

18. Transfer of Your Rights of Recovery Against Others to Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them

19. Valuation--Settlement:

a. Subject to the applicable Limit of Insurance provision we will pay for:

- (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

(a) at face value in the "money" issued by that country; or

(b) in the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered

(2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

(a) pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(b) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. value of the "securities" at the close of business on the day the loss was discovered; or

ii. Limit of Insurance

(3) Loss of, loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

(a) actual cash value of the property on the day the loss was discovered;

(b) cost of repairing the property or "premises"; or

- (c) cost of replacing the property with property of like kind and quality

We may, at our option, pay the actual cash value of the property or repair or replace it

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

- (1) in the "money" of the country in which the loss occurred; or
- (2) in the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered

- c. Any property that we pay for or replace becomes our property

### C. GENERAL DEFINITIONS

#### 1. "Employee" means:

- a. Any natural person:

- See 10  
FACT 3
- (1) while in your service (and for 30 days after termination of service); and
  - (2) whom you compensate directly by salary, wages or commissions; and
  - (3) whom you have the right to direct and control while performing services for you; or

- b. Any natural person who is furnished to you to:

- (1) substitute for a permanent "employee" on leave; or

- (2) meet seasonal or short-term workload conditions;

while that person is subject to your direction, and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises"

But "employee" does not mean any:

- (1) agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) director or trustee except while performing acts coming within the scope of the usual duties of an employee

#### 2. "Money" means:

- a. currency, coins and bank notes in current use and having a face value; and
- b. travelers checks, register checks and money orders held for sale to the public

#### 3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered

#### 4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money"

CR 00 16  
(Ed 10 90)  
Coverage Form O

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss

1. Covered Property: "Money," "securities," and "property other than money and securities."
2. Covered Cause of Loss: "Employee dishonesty" - See Next Page
3. Coverage Extension:

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
  - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount
  - b. Upon our request, give us a statement describing the loss

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: In addition to the provisions in the Crime General Provisions Form, this Coverage Form is subject to the following:

1. Additional Exclusions: We will not pay for loss or damages as specified below:

a. Employee Cancelled Under Prior Insurance: loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation

See  
Foot  
4

b. Inventory Shortages: loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) an inventory computation; or
- (2) a profit and loss computation.

See  
Foot  
4

c. Bonded Employee: loss caused by any "employee" required by law to be individually bonded

See  
Foot  
1

d. Treasurer or Tax Collector: loss caused by a treasurer or tax collector by whatever name known

e. Damages: damages for which you are legally liable as a result of:

- (1) the deprivation or violation of the civil rights of any person by an "employee"; or
- (2) the tortious conduct of an "employee," except conversion of property of other parties held by you in any capacity

## 2. Additional Conditions

### a. Cancellation As To Any Employee:

This insurance is cancelled as to any "employee":

- (1) Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees, of any dishonest act committed by that "employee" whether before or after becoming employed by you
- (2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

- b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.
- c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against

loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.

## 3. Additional Definitions

- a. "Employee Dishonesty" in paragraph A2 means only dishonest acts committed by an "employee," whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- (1) cause you to sustain loss; and also

- (2) obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:

- (a) the "employee"; or

- (b) any person or organization intended by the "employee" to receive that benefit.

- b. "Occurrence" means all loss caused by, or involving, one or more "employees," whether the result of a single act or series of acts.

## FORGERY OR ALTERATION COVERAGE FORM

### A. COVERAGE

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss

1. **COVERED INSTRUMENTS:** Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- a. Made or drawn by or drawn upon you;
- b. Made or drawn by one acting as your agent; or that are purported to have been so made or drawn

2. **COVERED CAUSES OF LOSS:** Forgery or alteration of, on or in any Covered Instrument

### 3. COVERAGE EXTENSION

**Legal Expenses:** If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay under this extension is in addition to the Limit of Insurance applicable to this insurance.

### B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations

### C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. This provision does not apply to legal expenses paid under the Coverage Extension

### D. ADDITIONAL EXCLUSION, CONDITIONS AND DEFINITION

In addition to the provisions in the Crime General Provisions Form, this Coverage Form is also subject to the following:

#### 1. Additional Exclusion:

**Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees," directors, or trustees:

- a. Whether acting alone or in collusion with other persons;

or

- b. Whether while performing services for you or otherwise

#### 2. Additional Conditions:

- a. **Facsimile Signatures:** We will treat mechanically reproduced facsimile signatures the same as handwritten signatures

- b. **General Amendment:** As respects this Coverage Form, the words Covered Property in the Crime General Provisions Form means Covered Instruments

- c. **Proof of Loss:** You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss

- d. **Territory:** We will cover loss you sustain anywhere in the world

The Territory General Condition does not apply to this Coverage Form

#### 3. Additional Definition:

"Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments

CR 00 04  
(Ed 10 90)  
Coverage Form C

## THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE FORM

**A. COVERAGE** - We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss

**1. Section 1. - Inside The Premises**

a. Covered Property: "Money" and "securities" inside the "premises" or a "banking premises"

b. Covered Causes of Loss

- (1) "Theft"
- (2) Disappearance
- (3) Destruction

c. Coverage Extensions

(1) Containers of Covered Property: We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted:

- (a) "theft" of: or
- (b) unlawful entry into

those containers

(2) Premises Damage: We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it

**2. Section 2. - Outside the Premises**

a. Covered Property: "Money" and "securities" outside the "premises" in the care and custody of a "messenger"

b. Covered Causes of Loss

- (1) "Theft"

(2) Disappearance

(3) Destruction

**c. Coverage Extension**

Conveyance of Property By Armored Motor Vehicle Company: We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the "premises" in the care and custody of an armored motor vehicle company

But, we will pay only for the amount of loss that you cannot recover:

- (1) under your contract with the armored motor vehicle company; and
- (2) from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company

**B. LIMIT OF INSURANCE**

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

**C. DEDUCTIBLE**

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied

**D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:** In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

- 1. Additional Exclusions: We will not pay for loss as specified below:



a. Accounting or Arithmetical Errors or Omissions: Loss resulting from accounting or arithmetical errors or omissions.

b. Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:

(1) acting alone or in collusion with other persons; or

(2) while performing services for you or otherwise

c. Exchanges or Purchases: Loss resulting from the giving or surrendering of property in any exchange or purchase

d. Fire: Loss from damage to the "premises" resulting from fire, however caused.

e. Money Operated Devices: Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device

f. Transfer or Surrender of Property

(1) Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat to do:

i. bodily harm to any person; or

ii. damage to any property

(2) But, this exclusion does not apply under Coverage, Section 2 to loss of Covered Property while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:

(a) had no knowledge of any threat at the time the conveyance began; or

(b) had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat

g. Vandalism: Loss from damage to the "premises" or its exterior or to containers of Covered Property by vandalism or malicious mischief

h. Voluntary Parting of Title to or Possession of Property: Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property

## 2. Additional Condition

**Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police

## 3. Additional Definitions

a. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository

b. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises"

c. "Occurrence" means an:

(1) act or series of related acts involving one or more persons; or

(2) act or event, or a series of related acts or events not involving any person

d. "Premises" means the interior of that portion of any building you occupy in conducting your business.

e. "Theft" means any act of stealing.

CR 00 05  
(Ed 10 90)  
Coverage Form D

**ROBBERY AND SAFE BURGLARY COVERAGE FORM -  
PROPERTY OTHER THAN MONEY AND SECURITIES**

**A. COVERAGE** - We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss

**1 Section 1 - Inside The Premises**

**a. Robbery Of A Custodian**

(1) **Covered Property:** "Property other than money and securities" inside the "premises" in the care and custody of a "custodian"

(2) **Property Not Covered:** Motor vehicles, trailers, or semi-trailers or equipment and accessories attached to them

(3) **Covered Cause of Loss:** Actual or attempted "robbery"

(4) **Coverage Extension**

**Premises Damage:** We will pay for loss from damage to the "premises" or its exterior resulting directly from the Covered Cause of Loss, if you are the owner of the "premises" or are liable for damage to it.

**b. Safe Burglary**

(1) **Covered Property:** "Property other than money and securities" inside the "premises" in a safe or vault

(2) **Covered Cause of Loss:** Actual or attempted "safe burglary"

(3) **Coverage Extension**

**Premises, Safe and Vault Damage:** We will pay for loss from damage to:

(a) the "premises" or its exterior; or

(b) a locked safe or vault located inside the "premises";

resulting directly from the Covered Cause of Loss, if you are the owner of the property or liable for damage to it.

**2. Section 2 - Outside The Premises**

a. **Covered Property:** "Property other than money and securities" outside the "premises" in the care and custody of a "messenger"

b. **Property Not Covered:** Motor vehicles, trailers or semi-trailers or equipment and accessories attached to them

c. **Covered Cause of Loss:** Actual or attempted "robbery"

d. **Coverage Extension**

**Conveyance Of Property By Armored Motor Vehicle Company:** We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss while outside the "premises" in the care and custody of an armored motor vehicle company

But, we will pay only for the amount of loss you cannot recover.

- (1) under your contract with the armored motor vehicle company; and
- (2) from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

#### B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

#### C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

#### D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

##### 1. Additional Exclusions: We will not pay for loss as specified below:

##### a. Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:

- (1) acting alone or in collusion with other persons; or
- (2) while performing services for you or otherwise.

##### b. Fire: Loss resulting from fire, however caused, except loss from damage to a safe or vault

##### c. Transfer or Surrender of Property

##### (1) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the "premises":

##### (a) on the basis of unauthorized instructions; or

##### (b) as a result of a threat to do:

##### i. bodily harm to any person; or

##### ii. damage to any property

##### (2) But, this exclusion does not apply under Coverage, Section 2 to loss of Covered Property while outside the "premises" in the care and custody of a "messenger" if you:

##### (a) had no knowledge of any threat at the time the conveyance began; or

##### (b) had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat

##### d. Vandalism: Loss from damage to any property by vandalism or malicious mischief.

#### 2. Additional Conditions:

##### a. Duties in the Event of Loss: If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police

##### b. Special Limit of Insurance for Specified Property: We will only pay up to \$5,000 for any one "occurrence" of loss of, and loss from damage to:

- (1) precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or

containing such materials that constitute the principal value of such articles; or

- (2) manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them

### 3. Additional Definitions

- a. "Custodian" means you, any of your partners or any "employee" while having care and custody of the property inside the "premises," excluding any person while acting as a "watchperson" or janitor
- b. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises"
- c. "Occurrence" means an:
  - (1) act or series of related acts involving one or more persons; or
  - (2) act or event, or a series of related acts or events not involving any person

d. "Premises" means the interior of that portion of any building you occupy in conducting your business

e. "Robbery" means the taking of property from the care and custody of a person by one who has:

- (1) caused or threatened to cause that person bodily harm; or,

- (2) committed an obviously unlawful act witnessed by that person.

f. "Safe Burglary" means the taking of:

- (1) property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

- (2) a safe or vault from inside the "premises"

g. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD SCHEDULE EXCESS LIMIT OF INSURANCE  
FOR SPECIFIED EMPLOYEES OR POSITIONS**

This endorsement applies to EMPLOYEE DISHONESTY COVERAGE FORM A or PUBLIC  
EMPLOYEE DISHONESTY COVERAGE FORM O or P.

**A. SCHEDULE**

Item No.	Name Schedule Coverage	Position Schedule Coverage			Excess Limit of Insurance Each "Employee"
	Names of "Employees"	Titles of Positions	Location of Covered Positions	No. "Em- ployees" Each Position	
	SEE ENDORSEMENT NO 1				

**B. PROVISIONS**

- 1 The Excess Limit of Insurance shown in the Schedule applies to each "employee" who is named or who holds a position shown in the Schedule opposite that limit
- 2 The Excess Limit of Insurance applies only to that part of any covered loss that is excess of an amount equal to the Limit of Insurance shown in the Declarations as applicable to the Coverage Form you purchase plus any applicable Deductible Amount
- 3 The Excess Limit of Insurance applies only to loss caused by an identified "employee".
- 4 If the Excess Limit of Insurance is scheduled on a position basis, the most we will pay for an "employee" holding more than one position is the largest Excess Limit of Insurance in effect and applicable to any one of those positions at the time of loss

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE THE CHAIRMAN AND MEMBERS OF SPECIFIED  
COMMITTEES AS EMPLOYEES

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

A. SCHEDULE

Names of Committees

ALL COMMITTEES

B. PROVISIONS

"Employee" also includes any natural person, whether or not compensated, while performing services for you as the chairman, or a member of any committee named in the SCHEDULE.

CR 10 19  
(Ed 10 90)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE SPECIFIED DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy

**A. SCHEDULE**

Directors or Trustees

ALL DIRECTORS WHETHER OR NOT COMPENSATED

**B. PROVISIONS**

"Employee" also includes any of your directors or trustees who are shown in the SCHEDULE while acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts

CR 10 24  
(Ed 10 90)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE DESIGNATED AGENTS AS EMPLOYEES  
COVERED FOR "EMPLOYEE DISHONESTY" ONLY

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy

A. SCHEDULE

Capacity of Agent	Limit of Insurance
FIDUCIARIES IN THEIR ERISA CAPACITY	\$5,000,000

B. PROVISIONS

1. "Employee" also includes each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of Covered Property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this Policy may have been amended by endorsement to provide such coverage on "employees" as they are defined in the Crime General Provisions. The only covered cause of loss for the Agents scheduled above is "employee dishonesty" as defined in the Employee Dishonesty Coverage Form.

Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Cancellation As To Any Employee Additional Condition in the Employee Dishonesty Coverage Form applies individually to each of them

2. The most we will pay under this Policy for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the Employee Dishonesty Coverage Form.



CR 10 26  
(Ed 10 90)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES**

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

**A. SCHEDULE**

**Names or Titles of Non-Compensated Officers**

ALL NON-COMPENSATED OFFICERS

**B. PROVISIONS**

"Employee" also includes your non-compensated officers shown in the Schedule

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GREATAMERICAN

INSURANCE GROUP

Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

CR 88 02 (Ed. 01 86)

## BUSINESSPRO GENERAL ENDORSEMENT

ENDORSEMENT NO 1

CR 1015  
SCHEDULE

ITEM NO	TITLES OF POSITIONS	LOCATION OF COVERED POSITIONS	NO. OF "EMPLOYEES" EACH POSITION	EXCESS LIMIT OF INSURANCE EACH "EMPLOYEE"
-----				
FT LAUDERDALE, FL				
1	DEPUTY SUPERINTENDENT, FACILITIES, AND CONSTRUCTION MANAGEMENT		1	\$10,000.000
2	DIRECTOR, PROPERTY MANAGEMENT, AND SITE ACQUISITIONS		1	\$10,000.000
3	COMPTROLLER/BUDGET		1	\$10,000.000
4	DIRECTOR, CAPITAL SYSTEMS REPORTING AND CONTROL		1	\$10,000.000
5	TREASURER		1	\$10,000.000
6	DIRECTOR, BUDGET		1	\$10,000.000
7	DIRECTOR, ACCOUNTING		1	\$10,000.000
8	DIRECTOR, BROWARD EDUCATION FOUNDATION, INC.		1	\$10,000.000
9	DEPUTY SUPERINTENDENT		1	\$10,000.000
10	CHIEF INFORMATION OFFICER		1	\$10,000.000

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Tel: 1-512-369-5000

CR 88 02 (Ed. 01 86)

**BUSINESSPRO GENERAL ENDORSEMENT**

ENDORSEMENT NO. 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**REVISION TO INVENTORY SHORTAGE**

THIS ENDORSEMENT APPLIES ONLY TO PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM.


ITEM D.1 B. IS AMENDED TO INCLUDE:

WHERE THE INSURED ESTABLISHES WHOLLY APART FROM SUCH COMPARISON THAT IT HAS SUSTAINED A LOSS COVERED UNDER COVERAGE FORM O, THEN IT MAY OFFER ITS INVENTORY RECORDS AND ACTUAL PHYSICAL COUNT OF INVENTORY IN SUPPORT OF THE AMOUNT OF LOSS CLAIMED.

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CR 88 02 (Ed. 01 86)

**BUSINESSPRO GENERAL ENDORSEMENT**

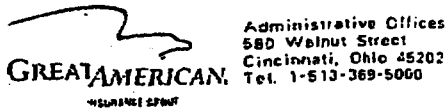
ENDORSEMENT NO 3

THIS ENDORSEMENT APPLIES TO THE CRIME GENERAL PROVISIONS, SECTION C.  
GENERAL DEFINITIONS, SECTION 1 "EMPLOYEE" MEANS IS AMENDED TO INCLUDE:

ALL APPOINTED AND ELECTED COMMISSIONERS WHETHER OR NOT COMPENSATED

COVERAGE PROVIDED BY THIS ENDORSEMENT IS EXCESS OF ANY OTHER VALID COVERAGE  
THE AFOREMENTIONED PERSONS MAY CURRENTLY HAVE IN FORCE.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED



CR 88 02 (Ed. 01 86)

BUSINESSPRO GENERAL ENDORSEMENT

ENDORSEMENT NO 4

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

THIS ENDORSEMENT APPLIES ONLY TO THE PUBLIC EMPLOYEE COVERAGE FORM:

1. ADDITIONAL EXCLUSIONS D 1 C AND D 1 D ARE DELETED FROM THE COVERAGE FORM
2. COVERAGE PROVIDED BY THE COVERAGE FORM WOULD BE EXCESS OF ANY STATUTORY BOND(S) IN PLACE.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED

B \*80\*07/13/05\*GVT2171331-02

0059540

ORIGINAL COPY



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

CR 88 02 (Ed. 01 86)

## BUSINESSPRO GENERAL ENDORSEMENT

ENDORSEMENT NO " 5

### CANCELLATION/NON-RENEWAL BY US

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

#### COMMON POLICY CONDITIONS

PARAGRAPH 2 OF CANCELLATION IS REPLACED BY THE FOLLOWING:

2. WE MAY CANCEL THIS COVERAGE PART BY MAILING OR DELIVERING TO THE FIRST NAMED INSURED WRITTEN NOTICE OF CANCELLATION OR NON-RENEWAL AT LEAST:

A 10 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR NON-PAYMENT OF PREMIUM; OR

B THE NUMBER OF DAYS SHOWN BELOW BEFORE THE EFFECTIVE DATE OF CANCELLATION OR NON-RENEWAL IF WE CANCEL FOR ANY OTHER REASON:

NUMBER OF DAYS: 90

NOTICE TO BE MAILED TO:

DIRECTOR, RISK MANAGEMENT  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
7770 W OAKLAND PARK BLVD , SUITE 206  
SUNRISE, FL 33351



**BUSINESSPRO GENERAL ENDORSEMENT**

ENDORSEMENT NO. 6

THIS ENDORSEMENT APPLIES ONLY TO THE CRIME GENERAL PROVISIONS FORM:

SECTION B 4 GENERAL CONDITIONS, DUTIES IN THE EVENT OF LOSS IS AMENDED AS FOLLOWS:

FROM: AFTER YOU DISCOVER A LOSS OR A SITUATION THAT MAY RESULT IN A LOSS OF, OR LOSS FROM DAMAGE TO, COVERED PROPERTY, YOU MUST:

TO: AFTER ANY MEMBER OF THE RISK MANAGEMENT DEPARTMENT OR ANY CORPORATE OFFICER OR ANY MANAGER DISCOVERS A LOSS OR A SITUATION THAT MAY RESULT IN LOSS OF, OR DAMAGE TO COVERED PROPERTY, YOU MUST:

B • 80 • 07 / 13 / 05 • GVT2171331 • 02

0059540

ORIGINAL COPY

GREAT AMERICAN  
INSURANCE GROUP

Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel 1-513-369-5000

CR 88 02 (Ed. 01 86)

## BUSINESSPRO GENERAL ENDORSEMENT

ENDORSEMENT NO 7

THIS ENDORSEMENT APPLIES TO THE COMMON POLICY CONDITIONS

COMMON POLICY CONDITION A 5. IS AMENDED TO READ AS FOLLOWS:

- 5 IF THIS POLICY IS CANCELLED, WE WILL SEND THE FIRST NAMED INSURED ANY PREMIUM REFUND DUE IF WE CANCEL, THE REFUND WILL BE PRO RATA IF THE FIRST NAMED INSURED CANCELS. THE REFUND WILL BE PRO RATA THE CANCELLATION WILL BE EFFECTIVE EVEN IF WE HAVE NOT MADE OR OFFERED A REFUND.

ALL OTHER PROVISIONS REMAIN UNCHANGED.





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BUSINESSPRO GENERAL ENDORSEMENT

ENDORSEMENT NO. 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIS ENDORSEMENT APPLIES ONLY TO THE CRIME GENERAL PROVISIONS FORM:

ITEM B 5 IS AMENDED TO READ AS FOLLOWS:

5. EXTENDED PERIOD TO DISCOVER LOSS: WE WILL PAY ONLY FOR COVERED LOSS DISCOVERED NO LATER THAN 60 DAYS FROM THE END OF THE POLICY PERIOD WITH THE EXCEPTION THAT A ONE (1) YEAR DISCOVERY PERIOD WILL APPLY TO THE EMPLOYEE BENEFIT PLANS IN ACCORDANCE WITH THE ERISA REQUIREMENTS

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.



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**BUSINESSPRO GENERAL ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT NO 9

**EXCESS EMPLOYEE DISHONESTY COVERAGE FOR SPECIFIED EMPLOYEES**

THIS ENDORSEMENT APPLIES ONLY TO THE PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O.

A SCHEDULE - SEE SCHEDULE ATTACHED

B PROVISIONS

1. THE EXCESS LIMIT OF INSURANCE SHOWN IN THE SCHEDULE APPLIES TO EACH "EMPLOYEE" WHO IS NAMED OR WHO PERFORMS THE DUTIES OF A POSITION SHOWN IN THE SCHEDULE OPPOSITE THAT LIMIT.
2. THE EXCESS LIMIT OF INSURANCE APPLIES ONLY TO THAT PART OF ANY COVERED LOSS THAT IS EXCESS OF ANY AMOUNT EQUAL TO THE LIMIT OF INSURANCE SHOWN IN THE DECLARATION AS APPLICABLE TO THE EMPLOYEE DISHONESTY COVERAGE FORM PLUS ANY APPLICABLE DEDUCTIBLE AMOUNT. THE EXCESS LIMIT DOES NOT INCLUDE FAITHFUL PERFORMANCE COVERAGE
3. THE EXCESS LIMIT OF INSURANCE APPLIES ONLY TO LOSS CAUSED BY AN IDENTIFIED "EMPLOYEE".
4. IF THE EXCESS LIMIT OF INSURANCE IS SCHEDULED ON A POSITION BASIS, THE MOST WE WILL PAY FOR AN "EMPLOYEE" SERVING IN MORE THAN ONE POSITION IS THE LARGEST EXCESS LIMIT OF INSURANCE IN EFFECT AND APPLICABLE TO ANY ONE OF THOSE POSITIONS AT THE TIME OF LOSS.
5. THE MOST WE WILL PAY FOR ANY LOSS ARISING FROM ANY ONE "OCCURRENCE" UNDER THIS SCHEDULE OF EXCESS LIMIT OF INSURANCE IS \$10,000,000 REGARDLESS OF THE NUMBER OF "EMPLOYEES" OR "POSITIONS" IDENTIFIED IN THE ABOVE SCHEDULE.



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CR 88 02 (Ed. 01/86)

**BUSINESSPRO® GENERAL ENDORSEMENT**

ENDORSEMENT NO: 10

**OMNIBUS NAMED INSURED**

Any entity which is subject to control by the Insured by reason of (1) an ownership interest in such entity in excess of 50% or (2) operation of such entity through voting control or by written contract, provided that, if any such entity becomes subject to such control by the Insured after the effective date of this endorsement, insurance hereunder for such entity is limited to a period of 60 days from the time such control begins, unless the Company agrees to name such entity as an Insured

If an entity insured under this provision has another policy in its own name which affords insurance similar to that afforded by this policy, this policy shall not apply to loss covered under both such policies unless such loss is in excess of any amount recoverable under such other policy plus the amount of any applicable deductible, and then this policy shall apply only to such excess

Such insurance as is afforded to the Named Insured also applies to any Employee Benefit Plan established solely for Personnel of entities insured under this policy



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Cincinnati, Ohio 45202  
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CR 88 02 (Ed. 01/86)

**BUSINESSPRO® GENERAL ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT NO. 11**

**CLAIMS EXPENSE**

The company shall reimburse the insured for 50% of the claims expense of the insured on any paid claim, up to the limit of \$ 10,000

Claims expense means reasonable expenses incurred by the insured in establishing the existence and amount of any direct loss covered in excess of the deductible amount of this policy, as stated in the declarations. The reasonableness of such expenses shall be determined by the company and shall not include internal corporate obligations of the insured, such as employee wages, or internal costs.

**All Other Terms and Conditions Remain Unchanged.**



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Tel 1-513-359-5000

CR 88 02 (Ed. 01/86)

**BUSINESSPRO® GENERAL ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT NO. 12**

**TERMINATED EMPLOYEES ENDORSEMENT**

This endorsement applies to the crime general provision only

Item C.1.A.(1) is removed entirely and replaced with:

While in your service (and for 60 days after termination of service), and

CR 10 04  
(Ed 01 89)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUDE TRADING LOSS**

This endorsement applies to EMPLOYEE DISHONESTY COVERAGE FORM A or PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O or P.

**PROVISIONS**

We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account

CR 10 04 (Ed 01/89) XS

CR 10 23  
(Ed. 01 86)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE VOLUNTEER WORKERS OTHER THAN  
FUND SOLICITORS AS EMPLOYEES**

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

**PROVISIONS**

"Employee" also includes any non-compensated natural person, other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee."

CR 10 23 (Ed. 01/86) XS

CR 10 44  
(Ed 12 93)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD FAITHFUL PERFORMANCE OF DUTY**

This endorsement applies only to PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O or P

**PROVISIONS**

1. The following is added as a Covered Cause of Loss:

Failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property

2. The following Additional Exclusion is added:

Depository Failure: loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible

3. Part 2 a(1) of the Coverage Form is deleted and the following substituted:

Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees of any act on the part of an "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of this Coverage Form, as amended by this endorsement

4. Part 2 c of the Coverage Form is deleted and the following substituted:

Indemnification: We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property

# **ATTACHMENT C**

## **Premium and Loss Experience**



**Excess Workers' Compensation****Premium and  
Loss Experience****Premium/Retention:**

<b>Policy Year</b>	<b>Retention</b>	<b>Premium</b>	
07/01/1996-1997	\$550,000	\$154,270	Audited
07/01/1997-1998	\$550,000	\$160,101	Audited
07/01/1998-1999	\$550,000	\$171,191	Audited
07/01/1999-2000	\$550,000	\$183,453	Audited
07/01/2000-2001	\$550,000	\$209,172	Audited
07/01/2001-2002	\$550,000	\$310,650	Audited
07/01/2002-2003	\$1,000,000	\$860,883	Audited
07/01/2003-2004	\$1,000,000	\$1,089,623	Audited
07/01/2004-2005	\$1,000,000	\$1,146,722	Estimated
07/01/2005-2006	\$1,250,000	\$1,204,929	Estimated

**Losses:**

Workers' compensation claim history loss runs are provided in this Attachment C.

**Boiler and Machinery Insurance****Premium and  
Loss Experience**

<b>Policy Year</b>	<b>Annual Premium</b>	<b>Losses</b>
07/01/1996-1997	\$28,109	None
07/01/1997-1998	\$28,109	None
07/01/1998-1999	\$28,109	None
07/01/1999-2000	\$28,109	None
07/01/2000-2001	\$30,498	None
07/01/2001-2002	\$40,289	None
07/01/2002-2003	\$46,332	None
07/01/2003-2004	\$51,817	None
07/01/2004-2005	\$56,385	None
07/01/2005-2006	\$59,100	None

## Crime Insurance

Premium and  
Loss Experience

<u>Policy Year</u>	<u>Annual Premium</u>	<u>Losses</u>
07/01/2001-2002	\$36,576	None
07/01/2002-2003	\$36,576	None
07/01/2003-2004	\$36,576	None
07/01/2004-2005	\$39,073	None
07/01/2005-2006	\$40,073	None

## **Workers' Compensation Claims History Loss Runs**

010002

SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

SK07AR01  
17-Feb-2006 16:03  
PAGE 1

```
*****
* REPORT DATE : 17-Feb-2006 16:03
* PREPARED FOR : SCHOOL BOARD OF BROWARD COUNTY,
* 7770 W. OAKLAND BLVD
* SUITE 206
* SUNRISE FL 33351
* (010002)
*****
```

THE JOB ID IS 05658197, USER ID - 714315 KATHLEEN GORDON

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

17-Feb-2006 16:03  
PAGE 2  
LOSS PROGRAM: 00

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM : ACCIDENT REPORTED  
UNIT PER CLAIM NUMBER STAT MLO DATE DATE CLAIMANT NAME

INCLUDED: CLAIMS	0: OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL, INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL, EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES
				.00	.00	.00	.00
				.00	.00	.00	.00
				2048057.73	4993411.97	7041469.70	
				2048057.73	4993411.97	7041469.70	



010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 1/Feb06

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OS658197

LOSS PROGRAM: 00

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED MC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED CLAIMANT NAME

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE EXPERIENCE  
TOTAL

INCLUDED: CLAIMS	0: OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL	INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL	EXCLUDED CLAIMS
				.00	.00	.00	.00
				.00	.00	.00	.00
				1219512.64	1302411.43	2521924.07	.00
				1219512.64	1302411.43	2521924.07	.00



010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-PACS OCCURRENCE SELECT  
AS OF 17Feb06

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PAGE 5  
08658197  
LOSS PROGRAM: 00

LEVEL : ALL LEVELS  
UNIT : ALL UNITS INCLUDED WC  
COVERAGE : ACCIDENT DATE  
DATE OPTION : ALL OCCURRENCES  
OCCURRENCE STATUS: SINGLE OCCURRENCE  
OCCURRENCE OPTION: 500000 THRU 9999999  
FINANCIAL RANGE : 01Jul96 THRU 17Feb06  
ANALYSIS PERIOD :  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED CLAIMANT NAME

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE EXPERIENCE TOTAL

INCLUDED: CLAIMS	0: OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS	2139741.57	1190098.49	3329840.06
				INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS	.00	.00	.00
				TOTAL OF INCLUDED OCCURRENCES	.00	.00	.00
				TOTAL OF EXCLUDED OCCURRENCES	2139741.57	1190098.49	3329840.06
				TOTAL CLAIM PERIOD	2139741.57	1190098.49	3329840.06

010002 SCHOOL BOARD OF BROWARD COUNTY,  
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SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 00

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED DATE CLAIMANT NAME  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL EXPERIENCE

INCLUDED: CLAIMS 0; OCCURRENCES 0  
TOTAL OF INCLUDED OCCURRENCES  
TOTAL OF EXCLUDED OCCURRENCES  
TOTAL CLAIM PERIOD  
INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS  
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS  
TOTAL OF INCLUDED OCCURRENCES  
TOTAL OF EXCLUDED OCCURRENCES  
2164772.42 1002866.63 3167641.05  
2164772.42 1002866.63 3167641.05

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 00

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED MC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER START MLO ACCIDENT DATE REPORTED CLAIMANT NAME

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL EXPERIENCE

INCLUDED: CLAIMS	0: OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES
				.00	.00	.00	.00
				.00	.00	.00	.00
				2600016.02	584678.24	3184694.26	3184694.26
				2600016.02	584678.24	3184694.26	3184694.26

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-PACS OCCURRENCE SELECT  
AS OF 17Feb06

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17-Feb-2006 16:03  
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LOSS PROGRAM: 00

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED MC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT REPORTED CLAIMANT NAME

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE EXPERIENCE  
TOTAL

INCLUDED: CLAIMS	0: OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL	INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL	EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES	2662472.76	158267.52	2820740.28
				.00	.00	.00	.00	.00	.00	.00	.00	.00
				.00	.00	.00	.00	.00	.00	.00	.00	.00
				2662472.76	158267.52	2820740.28						
				2662472.76	158267.52	2820740.28						

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-PACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 00-

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE 9999999  
FINANCIAL RANGE : 500000 THRU  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM  
PER CLAIM NUMBER STAT MLO ACCIDENT REPORTED CLAIMANT NAME  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT REPORTED CLAIMANT NAME

INCLUDED: CLAIMS 0; OCCURRENCES 0  
TOTAL OF INCLUDED OCCURRENCES  
TOTAL OF EXCLUDED OCCURRENCES  
TOTAL CLAIM PERIOD  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE EXPERIENCE  
TOTAL  
3331871.23 103176.24 3435047.47

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 17-Feb-2006 16:03  
 PAGE 10  
 OS658197  
 LOSS PROGRAM: 00

1 -	SELECTED	LOCATION	
2 -	SELECTED	COVERAGE	
3 -	SELECTED	STATUS	
4 -	SELECTED	FINANCIAL VALUE	
5 -	SELECTED	MULTIPLE OCCURRENCES	
	NET		TOTAL
PAYMENTS	RESERVE		EXPERIENCES

REPORTING CLAIM UNIT	PER CLAIM NUMBER	START DATE	W/O DATE	ACCIDENT DATE	REPORTED DATE	CLAIMANT NAME	NET PAYMENTS	RESERVE	TOTAL EXPERIENCE
INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS							.00	.00	.00
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS							.00	.00	.00
TOTAL OF INCLUDED OCCURRENCES							.00	.00	.00
TOTAL OF EXCLUDED OCCURRENCES							2654610.12	.00	2654610.12
TOTAL CLAIM PERIOD							2654610.12	.00	2654610.12
INCLUDED: CLAIMS							0; OCCURRENCES	0	

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 00

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM

CLAIM PERIOD 012 01Jul95 TO 01Jul97

EXCLUSION CODES

- 1 - SELECTED LOCATION
- 2 - SELECTED COVERAGE
- 3 - SELECTED STATUS
- 4 - SELECTED FINANCIAL VALUE
- 5 - SELECTED MULTIPLE OCCURRENCES

NET PAYMENTS RESERVE EXPERIENCE TOTAL

9604-506	012	057341-WC-01	OP	24Oct96	24Oct96	CLAIMANT NAME	347780.20	633255.80	981036.00
				* TYPE	1502	Exertion - lifting			
				* SOURCE	6224	Computer/Keyboard			
				* CAUSE					
				* NATURE	9070	Herniation, rupture			
				* PART OF BODY	0008	Back, lower			
				* CLAIM DESCRIPTION		LIFTING 21' APPLE COMPUTER, PULLED MUSCLE IN BACK			
						TOTAL OCCURRENCE	347780.20	633255.80	981036.00

INCLUDED: CLAIMS 1, OCCURRENCES 1

INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS	347780.20	633255.80	981036.00
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS	.00	.00	.00
TOTAL OF INCLUDED OCCURRENCES	347780.20	633255.80	981036.00
TOTAL OF EXCLUDED OCCURRENCES	18024330.11	761122.35	18785442.46
TOTAL CLAIM PERIOD	18372100.31	1394378.15	19766478.46

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
AS OF 17Feb06

SKQ74R01  
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PAGE 12  
OS658197  
LOSS PROGRAM: 03

LEVEL: ALL LEVELS  
UNIT: ALL UNITS  
COVERAGE: COVERAGES INCLUDED MC  
DATE OPTION: ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE: 500000 THRU 9999999  
ANALYSIS PERIOD: 01Jul96 THRU 17Feb06  
REPORTING C/M

CLAIM PERIOD 019 01Jul05 TO 01Jul06

EXCLUSION CODES  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES

NET  
PAYMENTS RESERVE TOTAL  
EXPERIENCE

UNIT	PER CLAIM NUMBER	STAT	M/O	DATE	ACCIDENT	REPORTED	CLAIMANT NAME	1 - SELECTED LOCATION	2 - SELECTED COVERAGE	3 - SELECTED STATUS	4 - SELECTED FINANCIAL VALUE	5 - SELECTED MULTIPLE OCCURRENCES	NET	PAYMENTS	RESERVE	TOTAL	EXPERIENCE
INCLUDED OCCURRENCE TOTAL, INCLUDED CLAIMS																	
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS																	
TOTAL OF INCLUDED OCCURRENCES																	
TOTAL OF EXCLUDED OCCURRENCES																	
TOTAL CLAIM PERIOD																	
INCLUDED: CLAIMS	0	OCCURRENCES	0														
76630.31 123178.11 199808.42																	



010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

17-Feb-2006 16:03  
PAGE 13  
OS658197  
LOSS PROGRAM: 03

LEVEL: ALL LEVELS CLAIM PERIOD 018 01Jul04 TO 01Jul05  
UNIT: ALL UNITS EXCLUSION CODES  
COVERAGE: COVERAGES INCLUDED WC  
DATE OPTION: ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE 9999999  
FINANCIAL RANGE: 500000 THRU  
ANALYSIS PERIOD: 01Jul96 THRU 17Feb06  
REPORTING CLM  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT REPORTED CLAIMANT NAME  
DATE DATE

INCLUDED: CLAIMS	0: OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL, INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL, EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES
				.00	.00	.00	.00
				.00	.00	.00	.00
				14456.47	80318.00	94774.47	94774.47
				14456.47	80318.00	94774.47	94774.47

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 03

LEVEL : ALL LEVELS CLAIM PERIOD 017 01Jul03 TO 01Jul04  
UNIT : ALL UNITS EXCLUSION CODES  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE 9999999  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED CLAIMANT NAME  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET RESERVE TOTAL  
PAYMENTS EXPERIENCE

INCLUDED: CLAIMS	0: OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL	INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL	EXCLUDED CLAIMS
				.00	.00	.00	.00
				.00	.00	.00	.00
				487261.65	436693.72	923955.37	.00
				487261.65	436693.72	923955.37	.00

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-PRCS OCCURRENCE SELECT  
AS OF 17Feb06

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OS658197  
LOSS PROGRAM: 03

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT REPORTED CLAIMANT NAME  
EXCLUSION CODES : 1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL  
EXPERIENCE

INCLUDED: CLAIMS	0; OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL, INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL, EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES
				.00	.00	.00	.00
				.00	.00	.00	.00
				196462.00	258060.23	454522.23	454522.23
				196462.00	258060.23	454522.23	454522.23

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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PAGE 16  
LOSS PROGRAM: 03

LEVEL: ALL LEVELS  
UNIT: ALL UNITS  
COVERAGE: COVERAGES INCLUDED WC  
DATE OPTION: ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE: 500000 THRU 9999999  
ANALYSIS PERIOD: 01Jul96 THRU 17Feb06  
REPORTING CDM

CLAIM PERIOD 015 01Jul01 TO 01Jul02

EXCLUSION CODES

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL  
EXPERIENCE

UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED DATE CLAIMANT NAME

INCLUDED CLAIMS	0 OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL, INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL, EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES
				.00	.00	.00	.00
				.00	.00	.00	.00
				338456.89	397940.28	736397.17	736397.17
				338456.89	397940.28	736397.17	736397.17

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT PAGE OCCURRENCE SELECT  
AS OF 17Feb06

SK074R01  
17-Feb-2006 16:03  
PAGE 17  
08658197  
LOSS PROGRAM: 03

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM : ACCIDENT REPORTED  
UNIT PER CLAIM NUMBER STAT MLO DATE DATE CLAIMANT NAME  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL  
EXPERIENCE

INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES	TOTAL CLAIM PERIOD
.00	.00	.00	.00	.00
722265.66	214335.94	936601.60	722265.66	214335.94
722265.66	214335.94	936601.60	722265.66	214335.94

INCLUDED: CLAIMS 0; OCCURRENCES 0

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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PAGE 18  
08658197  
LOSS PROGRAM: 03

LEVEL: ALL LEVELS  
UNIT: ALL UNITS  
COVERAGE: COVERAGES INCLUDED WC  
DATE OPTION: ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE: 500000 THRU 9999999  
ANALYSIS PERIOD: 01Jul96 THRU 17Feb06  
REPORTING CLM  
UNIT PER CLAIM NUMBER START MLO ACCIDENT DATE REPORTED CLAIMANT NAME EXCLUSION CODES  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE EXPERIENCE

INCLUDED: CLAIMS 0 OCCURRENCES 0  
TOTAL CLAIM PERIOD  
INCLUDED OCCURRENCE TOTAL, INCLUDED CLAIMS  
INCLUDED OCCURRENCE TOTAL, EXCLUDED CLAIMS  
TOTAL OF INCLUDED OCCURRENCES  
TOTAL OF EXCLUDED OCCURRENCES  
330073.52 16551.75 346625.27  
330073.52 16551.75 346625.27

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT FACE OCCURRENCE SELECT  
AS OF 17Feb06

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PAGE 19  
LOSS PROGRAM: 03

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLAIM

CLAIM PERIOD 012 01Jul96 TO 01Jul99  
EXCLUSION CODES

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS  
RESERVE  
TOTAL  
EXPERIENCE

UNIT	PER CLAIM NUMBER	STAT	W/O	ACCIDENT DATE	REPORTED DATE	CLAIMANT NAME	INCLUDED OCCURRENCE TOTAL	INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL	EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES	TOTAL CLAIM PERIOD
0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	93461.44	93461.44	93461.44

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACE OCCURRENCE SELECT  
AS OF 17Feb06

SK074R01  
17-Feb-2006 16:03  
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08658197  
LOSS PROGRAM: 03

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED DATE CLAIMANT NAME EXCLUSION CODES CLAIM PERIOD 011 01Jul97 TO 01Jul98

INCLUDED: CLAIMS	0; OCCURRENCES	0	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS	INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES
				.00	.00	.00	.00
				.00	.00	.00	.00
				109753.80	.00	109753.80	.00
				109753.80	.00	109753.80	.00

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL EXPERIENCE



010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

SNQ7AR01  
17-Feb-2006 16:03  
PAGE 08658197  
LOSS PROGRAM: 03

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE 9999999  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM

CLAIM PERIOD 010 01Jul95 TO 01Jul97

EXCLUSION CODES

- 1 - SELECTED LOCATION
  - 2 - SELECTED COVERAGE
  - 3 - SELECTED STATUS
  - 4 - SELECTED FINANCIAL VALUE
  - 5 - SELECTED MULTIPLE OCCURRENCES
- NET  
PAYMENTS RESERVE TOTAL  
EXPERIENCE

UNIT	PER CLAIM NUMBER	STAT	MLO	ACCIDENT DATE	REPORTED DATE	CLAIMANT NAME	INCLUDED OCCURRENCE TOTAL	INCLUDED CLAIMS	TOTAL OF INCLUDED OCCURRENCES	TOTAL OF EXCLUDED OCCURRENCES	TOTAL CLAIM PERIOD
INCLUDED: CLAIMS	0	OCCURRENCES	0								
							.00	.00	.00	.00	.00
							.00	.00	.00	.00	.00
							1147242.80	1147242.80	1147242.80	1147242.80	1147242.80
							1147242.80	1147242.80	1147242.80	1147242.80	1147242.80

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
AS OF 17Feb06

STQ7AR01  
17-Feb-2006 16:03  
PAGE 22  
08658197  
LOSS PROGRAM: 04

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED MC  
DATE OPTION STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE 99999999  
FINANCIAL RANGE : 500000 THRU  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED CLAIMANT NAME  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE EXPERIENCE TOTAL

INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS  
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS  
TOTAL OF INCLUDED OCCURRENCES  
TOTAL OF EXCLUDED OCCURRENCES  
INCLUDED: CLAIMS 0 OCCURRENCES 0 TOTAL CLAIM PERIOD  
9751656.16 6050188.53 15801844.69  
9751656.16 6050188.53 15801844.69

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

SYQ74R01  
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OS650197  
JOBS PROGRAM: 04

CLAIM PERIOD	EXCLUSION CODES	REPORTED DATE	CLAIMANT NAME
007 01Jul03 TO 01Jul04			

1 -	SELECTED	LOCATION	
2 -	SELECTED	COVERAGE	
3 -	SELECTED	STATUS	
4 -	SELECTED	FINANCIAL VALUE	
5 -	SELECTED	MULTIPLE OCCURRENCES	
	NET		TOTAL
	PAYMENTS	RESERVE	EXPERIENCE

REPORTING CLAIM UNIT	PER CLAIM NUMBER	STAT	WFO	ACCIDENT DATE	REPORTED DATE	CLAIMANT NAME	NET PAYMENTS	RESERVE	TOTAL EXPERIENCE
INCLUDED: CLAIMS	0: OCCURRENCES		0			TOTAL CLAIM PERIOD			
						INCLUDED OCCURRENCE TOTAL	.00	.00	.00
						INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS	.00	.00	.00
						TOTAL OF INCLUDED OCCURRENCES	13192400.92	4985414.19	18177815.11
						TOTAL OF EXCLUDED OCCURRENCES		.00	.00
							13192400.92	4985414.19	18177815.11

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-PACS OCCURRENCE SELECT  
AS OF 17Feb06

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PAGE 24  
08658197  
LOSS PROGRAM: 04

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT : PER CLAIM NUMBER STAT MLO

CLAIM PERIOD 006 01Jul02 TO 01Jul03

EXCLUSION CODES

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE EXPERIENCE TOTAL

272627.36 276616.64 549244.00

2961 006 074848-WC-01 OP  
21Aug02 27Aug02  
\* TYPE 17Jan03 21Jan03  
\* SOURCE 1504 1504  
\* CAUSE 6332 6332  
\* NATURE 9084 9084  
\* PART OF BODY 0130 0130  
\* CLAIM DESCRIPTION  
Slip, trip, fall - inside store  
Object on floor  
Herniation, rupture  
Multiple Body Parts  
INJURED WORKER SLIPPED AND FELL AT WALMART WHILE BUYING SCHOOL  
SUPPLIES INJURING HER NECK AND LEFT KNEE.  
TOTAL OCCURRENCE

0422 006 076688-WC-01 OP  
17Jan03 21Jan03  
\* TYPE 1504 1504  
\* SOURCE 6332 6332  
\* CAUSE 9084 9084  
\* NATURE 0130 0130  
\* CLAIM DESCRIPTION  
Exertion - pulling or pushing  
Cart  
Torn cartilage/ligament/tendon  
Knee, left  
WHILE POLLING CART THROUGH DOORS, I TWISTED LEFT KNEE  
TOTAL OCCURRENCE

INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS 420304.74 1097959.26 1518264.00  
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS .00 .00 .00  
TOTAL OF INCLUDED OCCURRENCES 420304.74 1097959.26 1518264.00  
TOTAL OF EXCLUDED OCCURRENCES 12701008.14 4025764.73 16726772.87  
TOTAL CLAIM PERIOD 13121312.88 5123723.99 18245036.87

INCLUDED CLAIMS 2/OCCURRENCES 2 TOTAL CLAIM PERIOD

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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PAGE 25  
05658197  
LOSS PROGRAM: 04

LEVEL ALL LEVELS  
UNIT ALL UNITS  
COVERAGE COVERAGES INCLUDED WC  
DATE OPTION ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE 500000 THRU 9999999  
ANALYSIS PERIOD 01Jul96 THRU 17Feb06  
REPORTING CLM PER CLAIM NUMBER STAT MLO

CLAIM PERIOD 005 01Jul01 TO 01Jul02

EXCLUSION CODES

- 1 - SELECTED LOCATION
- 2 - SELECTED COVERAGE
- 3 - SELECTED STATUS
- 4 - SELECTED FINANCIAL VALUE
- 5 - SELECTED MULTIPLE OCCURRENCES

NET PAYMENTS RESERVE EXPERIENCE TOTAL

9604-505	005	073640-WC-01	OP	18Apr02	23Apr02	1704	6820	Vehicle Accident	CLAIMANT NAME	242206.44	715373.56	957580.00
				* TYPE				Vehicle - passenger				
				* SOURCE								
				* CAUSE								
				* NATURE				Herniation, rupture				
				* PART OF BODY				Multiple Body Parts				
				* CLAIM DESCRIPTION				DRIVING SCHOOL BOARD TRUCK AND GOT HIT BY A CAR AND INJURED HIS				
								NECK AND LOWER BACK				
								TOTAL OCCURRENCE		242206.44	715373.56	957580.00

INCLUDED: CLAIMS	1: OCCURRENCES	1	TOTAL CLAIM PERIOD	242206.44	715373.56	957580.00
				INCLUDED OCCURRENCE TOTAL	INCLUDED CLAIMS	242206.44
				INCLUDED OCCURRENCE TOTAL	EXCLUDED CLAIMS	0.00
				TOTAL OF INCLUDED OCCURRENCES		242206.44
				TOTAL OF EXCLUDED OCCURRENCES		13738843.50
						2677631.87
						16416475.37
						13961049.94
						3393005.43
						17374055.37

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT PAGE OCCURRENCE SELECT  
AS OF 17Feb06

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OS658197  
LOSS PROGRAM: 04

LEVEL ALL LEVELS  
UNIT ALL UNITS  
COVERAGE COVERAGES INCLUDED WC  
DATE OPTION ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE 500000 THRU 9999999  
ANALYSIS PERIOD 01Jul96 THRU 17Feb06  
REPORTING CLM PER CLAIM NUMBER STAT MLO ACCIDENT REPORTED  
UNIT DATE DATE CLAIMANT NAME  
0471 004 068881-WC-01 OP 20Oct00 30Oct00  
\* TYPE 2228 Human violence  
\* SOURCE 6306 Clothing, apparel, shoes  
\* CAUSE 9070 Herniation, rupture  
\* NATURE 9008 Back, lower  
\* PART OF BODY 0008 STUDENT THREW SHOE AND HIT EE IN HEAD. EE FELL TO THE FLOOR  
\* CLAIM DESCRIPTION UNCONSCIOUS AND HURT RT HIP  
TOTAL OCCURRENCE 548301.69 41361.31 589663.00  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET PAYMENTS RESERVE TOTAL  
EXPERIENCE

1071 004 070643-WC-01 OP 21May01 29May01  
\* TYPE 1402 Slip, trip or fall-same level  
\* SOURCE 6308 Furniture, fixture  
\* CAUSE 9084 Torn cartilage/ligament/tendon  
\* NATURE 9090 Multiple Body Parts  
\* PART OF BODY 0090 INJURED WORKER WAS CARRYING A STACK OF PAPERS, TRIPPED OVER A DESK  
\* CLAIM DESCRIPTION LEG AND FEEL INJURING BOTH HANDS/WRISTS AND RIGHT KNEE.  
TOTAL OCCURRENCE 108721.05 841670.95 950392.00

INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS 657022.74 883032.26 1540055.00  
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS .00 .00 .00  
TOTAL OF INCLUDED OCCURRENCES 657022.74 883032.26 1540055.00  
TOTAL OF EXCLUDED OCCURRENCES 13340134.62 1699130.74 15039265.36  
TOTAL CLAIM PERIOD 13997157.36 2582163.00 16579320.36

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-PACS OCCURRENCE SELECT  
AS OF 17Feb06

17-Feb-2006 16:03  
PAGE 27  
08658197  
LOSS PROGRAM: 04

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED WC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM UNIT PER CLAIM NUMBER STAT MLO

CLAIM PERIOD 003 01Jul99 TO 01Jul00

EXCLUSION CODES :

- 1 - SELECTED LOCATION
- 2 - SELECTED COVERAGE
- 3 - SELECTED STATUS
- 4 - SELECTED FINANCIAL VALUE
- 5 - SELECTED MULTIPLE OCCURRENCES

NET PAYMENTS RESERVE EXPERIENCE TOTAL

169684.01 760104.99 929789.00

9724-746 003 067952-WC-01 OP 23May00 06Jun00  
\* TYPE 1506  
\* SOURCE 6846  
\* CAUSE  
\* NATURE 9097  
\* PART OF BODY 0090  
\* CLAIM DESCRIPTION  
Exertion - repetitive motion  
Vehicle - Door

Multiple physical and psychology  
Multiple Body Parts -  
PAINS GOING THROUGH LEFT ARM & BACK OF NECK. PULLING SENSATION IN  
UPPER CHEST FROM OPENING/CLOSING DOOR  
TOTAL OCCURRENCE 169684.01 760104.99 929789.00

INCLUDED: CLAIMS	1: OCCURRENCES	1	TOTAL CLAIM PERIOD	INCLUDED OCCURRENCE TOTAL	INCLUDED CLAIMS	EXCLUDED OCCURRENCE TOTAL	EXCLUDED CLAIMS
				169684.01	760104.99	929789.00	
				0.00	0.00	0.00	
				169684.01	760104.99	929789.00	
				1415188.04	1654565.81	15806453.85	
				14321572.05	2414670.80	16736242.85	

D10002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 04

LEVEL	UNIT	ALL LEVELS	CLAIM PERIOD	002	01Jul98	TO	01Jul99	EXCLUSION CODES	1 - SELECTED LOCATION	2 - SELECTED COVERAGE	3 - SELECTED STATUS	4 - SELECTED FINANCIAL VALUE	5 - SELECTED MULTIPLE OCCURRENCES	TOTAL
COVERAGE	DATE OPTION	ACCIDENT DATE												
OCCURRENCE STATUS	ALL OCCURRENCES													
FINANCIAL RANGE	500000 THRU	99999999												
ANALYSIS PERIOD	01Jul96 THRU 17Feb06													
REPORTING CLM	PER CLAIM NUMBER	STAT	MLO	DATE	REPORTED	DATE	CLAIMANT NAME		PAYMENTS	RESERVE	EXPERIENCE			
UNIT	002	062732-WC-01	OP	05Jul98	13Jul98				223356.70	302493.30	525850.00			
				TYPE	1002		Struck by falling object							
				SOURCE	6314		Metal item, NOC							
				CAUSE	9052		Psychological Problems/mental a							
				PART OF BODY	0128		Head							
				CLAIM DESCRIPTION			A WORKER WHO WAS WORKING IN A TOWER 140 FEET HIGH; DROPPED A WRENCH; WHICH STRUCK MR. RUBIN IN THE HEAD.							
							TOTAL OCCURRENCE		223356.70	302493.30	525850.00			
1071	002	063089-WC-01	OP	17Sep98	23Sep98				402553.77	749806.23	1152360.00			
				TYPE	1404		Slip, trip or fall-elevated surf							
				SOURCE	6340		Office or Restaurant Furniture							
				CAUSE	9096		Multiple physical injuries							
				PART OF BODY	0090		Multiple Body Parts							
				CLAIM DESCRIPTION			EMPLOYEE FELL BACKWARDS WHILE STANDING ON A DESK AND HIT HEAD AND SHOULDER.							
							TOTAL OCCURRENCE		402553.77	749806.23	1152360.00			
0343	002	063498-WC-01	OP	04Nov98	07Nov98				400245.68	130044.32	530290.00			
				TYPE	1402		Slip, trip or fall-same level							
				SOURCE	6904		Ground/Floor							
				CAUSE	9084		Torn cartilage/ligament/tendon							
				NATURE	0130		Knee, left							
				PART OF BODY	0130		CLEANING CAFETERIA FLOOR, SLIPPED AND FELL HURTING LEFT KNEE							
				CLAIM DESCRIPTION			TOTAL OCCURRENCE		400245.68	130044.32	530290.00			

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010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACE OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 04

LEVEL	ALL LEVELS	CLAIM PERIOD	002 01Jul98 TO 01Jul99	EXCLUSION CODES	1 - SELECTED LOCATION	TOTAL
UNIT	ALL UNITS			2 - SELECTED COVERAGE	NET	
COVERAGE	COVERAGES INCLUDED WC			3 - SELECTED STATUS	PAYMENTS	EXPERIENCE
DATE OPTION	ACCIDENT DATE			4 - SELECTED FINANCIAL VALUE	RESERVE	
OCCURRENCE STATUS	ALL OCCURRENCES			5 - SELECTED MULTIPLE OCCURRENCES		
OCCURRENCE OPTION	SINGLE OCCURRENCE					
FINANCIAL RANGE	500000 THRU 9999999					
ANALYSIS PERIOD	01Jul96 THRU 17Feb06					
REPORTING CLM	PER CLAIM NUMBER STAT MLO	ACCIDENT DATE	REPORTED DATE	CLAIMANT NAME		

3401	002 063970-WC-01	OP	12Jan99	14Jan99	Slip or fall - liquid or grease	326280.74	600254.26	926535.00
			1410	6508	liquide - W.C.			
					Torn cartilage/ligament/tendon			
					Multiple Body Parts			
					THE INJURED WORKER SLIPPED AND FELL INCURRING HER BACK, NECK,			
					RIGHT SHOULDER, RIGHT LEG & RIGHT KNEE.			
					TOTAL OCCURRENCE	326280.74	600254.26	926535.00

9724-715	002 064125-WC-01	CL	01Feb99	04Feb99	Vehicle Accident	.00	.00	.00
				1704	Vehicle - bus			
				6808	Inflammation / Irritation of jo			
					Neck soft tissue			
					CAR MAKING A LEFT TURN, ENDED UP IN LANE OF BUS AND MADE CONTACT			
					WITH THE FRONT OF THE BUS			
	002 064125-WC-02	OP	01Feb99	02Feb99	Vehicle Accident	329473.37	635552.63	965026.00
				1704	Vehicle - bus			
				6808	Inflammation / Irritation of jo			
					Neck			
					A CAR MAKING A LEFT TURN ENDED UP IN MY LANE AND MADE CONTACT WITH			
					THE FRONT OF THE BUS.			
					TOTAL OCCURRENCE	329473.37	635552.63	965026.00

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010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 04

LEVEL: ALL LEVELS  
UNIT: ALL UNITS  
COVERAGE: COVERAGES INCLUDED WC  
DATE OPTION: ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE: 500000 THRU 9999999  
ANALYSIS PERIOD: 01Jul96 THRU 17Feb06  
REPORTING CLM PER CLAIM NUMBER STAT MLO  
UNIT DATE REPORTED CLAIMANT NAME  
0151 002 064216-WC-01 OP 09Feb99 11Feb99  
\* TYPE 2228  
\* SOURCE 6056 Human violence  
\* CAUSE Human Action, NOC  
\* NATURE 9048 Inflammation / Irritation of jo  
\* PART OF BODY 0090 Multiple Body Parts  
\* CLAIM DESCRIPTION STOPPED TWO STUDENTS FROM FIGHTING AND INJURED ARMS LEGS AND  
SHOULDERS  
TOTAL OCCURRENCE 341679.95 1047072.05 1388752.00  
PAYMENTS RESERVE TOTAL  
NET EXPERIENCE

3471 002 065314-WC-01 CL 03Jun99 08Jun99  
\* TYPE 1704 Vehicle Accident  
\* SOURCE 6608 Gases, Non-flammable - W.C.  
\* CAUSE  
\* NATURE 9048 Inflammation / Irritation of jo  
\* PART OF BODY 0130 Knee, left  
\* CLAIM DESCRIPTION SUPERVISING CLASS TRIP DRIVER STOPPED SHORT SENDING EMPLOYEE FORMA  
RD. STUDENT LANDED ON LEFT KNEE.  
TOTAL OCCURRENCE 535818.14 .00 535818.14

INCLUDED: CLAIMS 8, OCCURRENCES 7  
TOTAL CLAIM PERIOD  
INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS 2559408.35 3465222.79 6024631.14  
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS .00 .00 .00  
TOTAL OF INCLUDED OCCURRENCES 2559408.35 3465222.79 6024631.14  
TOTAL OF EXCLUDED OCCURRENCES 14746823.37 1924180.05 16671003.42  
17306231.72 5389402.84 22695634.56

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FLORIDA/RISK MGMT

SELECT-FACS OCCURRENCE SELECT  
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LEVEL: ALL LEVELS  
UNIT: ALL UNITS  
COVERAGES INCLUDED WC  
DATE OPTION: ACCIDENT DATE  
OCCURRENCE STATUS: ALL OCCURRENCES  
OCCURRENCE OPTION: SINGLE OCCURRENCE  
FINANCIAL RANGE: 500000 THRU 9999999  
ANALYSIS PERIOD: 01Jul96 THRU 17Feb06  
REPORTING CLM  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT REPORTED  
DATE DATE CLAIMANT NAME  
0405 001 061451-WC-01 OP 02Feb98 19Feb98  
\* TYPE 1402  
\* SOURCE 6908  
\* CAUSE  
\* NATURE 9070  
\* PART OF BODY 0008  
\* CLAIM DESCRIPTION  
SLIP, trip or fall-same level  
Walk, path, sidewalk  
Herniation, rupture  
Back, lower  
WALKING IN MAIN PATIO AREA, TRIPPED OVER CRACK IN SIDEWALK.  
TOTAL OCCURRENCE 301575.48 387060.52 688636.00

INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS 301575.48 387060.52 688636.00  
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS .00 .00 .00  
TOTAL OF INCLUDED OCCURRENCES 301575.48 387060.52 688636.00  
TOTAL OF EXCLUDED OCCURRENCES 15353009.23 604431.82 15957441.05  
TOTAL CLAIM PERIOD 15654584.71 991492.34 16646077.05

INCLUDED: CLAIMS 1: OCCURRENCES 1 TOTAL CLAIM PERIOD

**SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT**

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AS OF 17Feb06

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LOSS PROGRAM: 05

### EXCLUSION CODES

1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED COVERAGE

LEVEL	ALL LEVELS
UNIT	ALL UNITS
COVERAGE	COVERAGES INCLUDED WC
DATE OPTION	ACCIDENT DATE
OCCURRENCE STATUS	ALL OCCURRENCES
OCCURRENCE OPTION	SINGLE OCCURRENCE
FINANCIAL RANGE	500000 THRU
ANALYSIS PERIOD	01JUL196 THRU 17DEC06
REPORTING CLM	ACCIDS

REPORTING CUM	ACCIDENT	REPORTED
UNIT	PER CLAIM NUMBER	STAT MLO DATE DATE

CLAIMANT NAME

1 -	SELECTED	LOCATION	
2 -	SELECTED	COVERAGE	
3 -	SELECTED	STATUS	
4 -	SELECTED	FINANCIAL VALUE	
5 -	SELECTED	MULTIPLE OCCURRENCES	
NET			TOTAL
PAYMENTS	RESERVE		EXPERIENCE

INCLUDED: CLAIMS 0; OCCURRENCES 0

INCLUDED OCCURRENCE TOTAL, INCLUDED CLAIMS	.00	.00
INCLUDED OCCURRENCE TOTAL, EXCLUDED CLAIMS	.00	.00
TOTAL OF INCLUDED OCCURRENCES	.00	.00
TOTAL OF EXCLUDED OCCURRENCES	.00	2615.00
TOTAL CLAIM PERIOD	.00	2615.00

.00	2815.00	2815.00
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SELECT-PAGE OCCURRENCE SELECT  
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CLAIM PERIOD	002	01JUL04	TO	01JUL05	EXCLUSION CODES
REPORTED DATE					CLAIMANT NAME

1 -	SELECTED	LOCATION	
2 - <td>SELECTED<td>COVERAGE<td></td></td></td>	SELECTED <td>COVERAGE<td></td></td>	COVERAGE <td></td>	
3 - <td>SELECTED<td>STATUS<td></td></td></td>	SELECTED <td>STATUS<td></td></td>	STATUS <td></td>	
4 - <td>SELECTED<td>FINANCIAL VALUE<td></td></td></td>	SELECTED <td>FINANCIAL VALUE<td></td></td>	FINANCIAL VALUE <td></td>	
5 - <td>SELECTED<td>MULTIPLE OCCURRENCES<td></td></td></td>	SELECTED <td>MULTIPLE OCCURRENCES<td></td></td>	MULTIPLE OCCURRENCES <td></td>	
	NET		TOTAL
	PAYMENTS	RESERVE	EXPERIENCE

REPORTING CLAIM UNIT	PER CLAIM NUMBER	STAT	WFO	ACCIDENT DATE	REPORTED DATE	CLAIMANT NAME	NET PAYMENTS	RESERVE	TOTAL EXPERIENCE
INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS							.00	.00	.00
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS							.00	.00	.00
TOTAL OF INCLUDED OCCURRENCES							.00	.00	.00
TOTAL OF EXCLUDED OCCURRENCES							.00	.00	.00
TOTAL CLAIM PERIOD							.00	.00	.00
INCLUDED: CLAIMS							0	0	0
OCCURRENCES							0	0	0

010002 SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-FACS OCCURRENCE SELECT  
AS OF 17Feb06

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LOSS PROGRAM: 05

LEVEL : ALL LEVELS  
UNIT : ALL UNITS  
COVERAGE : COVERAGES INCLUDED NC  
DATE OPTION : ACCIDENT DATE  
OCCURRENCE STATUS : ALL OCCURRENCES  
OCCURRENCE OPTION : SINGLE OCCURRENCE  
FINANCIAL RANGE : 500000 THRU 9999999  
ANALYSIS PERIOD : 01Jul96 THRU 17Feb06  
REPORTING CLM :  
UNIT PER CLAIM NUMBER STAT MLO ACCIDENT DATE REPORTED DATE CLAIMANT NAME  
EXCLUSION CODES  
1 - SELECTED LOCATION  
2 - SELECTED COVERAGE  
3 - SELECTED STATUS  
4 - SELECTED FINANCIAL VALUE  
5 - SELECTED MULTIPLE OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL EXPERIENCE

INCLUDED: CLAIMS 0 OCCURRENCES 0  
TOTAL OF INCLUDED OCCURRENCES  
TOTAL OF EXCLUDED OCCURRENCES  
TOTAL CLAIM PERIOD  
INCLUDED OCCURRENCE TOTAL INCLUDED CLAIMS  
INCLUDED OCCURRENCE TOTAL EXCLUDED CLAIMS  
TOTAL OF INCLUDED OCCURRENCES  
TOTAL OF EXCLUDED OCCURRENCES  
NET  
PAYMENTS RESERVE TOTAL EXPERIENCE

010002

SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA/RISK MGMT

SELEX-PACS OCCURRENCE SELECT  
AS OF 17Feb06

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STATISTICAL SUMMARY

ANALYSIS RANGE		RECORDS		CLAIMS		CLAIMS		OCCUR.		OCCUR.	
		READ		READ		SELECTED		READ		SELECTED	
01JUL96 THRU 17Feb06		72643		37174		16		35513		15	
ANALYSIS RANGE		OCCUR.		TOTAL		AVERAGE		NLO		MAXIMUM CLAIM SELECTED	
		COUNT		EXPERIENCE		VALUE					
01JUL96 THRU 17Feb06		15		12639991		842666		064216-WC-01		1388752	

THE JOB ID IS 08658197, USER ID - 714315 KATHLEEN GORDON

# **ATTACHMENT D**

## **Cost of Coverages**

- D1 Excess Workers' Compensation**
- D2 Boiler and Machinery**
- D3 Crime**



## EXCESS WORKERS' COMPENSATION INSURANCE

## COST OF COVERAGE

Limit Option (1 or 2): \_\_\_\_\_

Retention Option (A or B): \_\_\_\_\_

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.

Preference for Flat (Non-Adjustable) Proposals

SBBC would prefer proposals based on a flat non-adjustable basis. If the proposal is adjustable, describe below, in detail, the basis of any adjustment. Include in the description, the rates or credits that will be applied to determine the final net premium for the policy.

**Payment Terms**

Describe below any payment terms other than the full annual premium upon delivery of the policy fully conforming to your proposal.

**Disclosure of Commissions and Fees:**

Describe below the agent/broker or other professional commissions and/or fees included in the above proposed cost.

## BOILER &amp; MACHINERY INSURANCE

## COST OF COVERAGE

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.

Preference for Flat (Non-Adjustable) Proposals

SBBC would prefer proposals based on a flat non-adjustable basis. If the proposal is adjustable, describe below, in detail, the basis of any adjustment. Include in the description, the rates or credits that will be applied to determine the final net premium for the policy.

**Payment Terms**

Describe below any payment terms other than the full annual premium upon delivery of the policy fully conforming to your proposal.

**Disclosure of Commissions and Fees:**

Describe below the agent/broker or other professional commissions and/or fees included in the above proposed cost.

**CRIME INSURANCE**  
**COST OF COVERAGE**

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.

**Preference for Flat (Non-Adjustable) Proposals**

SBBC would prefer proposals based on a flat non-adjustable basis. If the proposal is adjustable, describe below, in detail, the basis of any adjustment. Include in the description, the rates or credits that will be applied to determine the final net premium for the policy.

**Payment Terms**

Describe below any payment terms other than the full annual premium upon delivery of the policy fully conforming to your proposal.

**Disclosure of Commissions and Fees:**

Describe below the agent/broker or other professional commissions and/or fees included in the above proposed cost.

# **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 &amp; 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											
<b>TOTAL</b>											
<b>% of Total Workforce</b>											

**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

**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**

## **Reference Form**

REFERENCE FORM

Name &amp; address of account:

---



---



---

Principal contact:

Telephone No.:

Email:

---



---



---

Year proposer retained by account:

---

Date Coverages last provided  
for account:

---

Estimated # Active Employees:

---

Description of Coverages provided:

---



---



---

Additional Comments:

---



---



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

Name

Responsibility

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

# **ATTACHMENT H**

## **Statement of "No" Response**



## ATTACHMENT H, 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:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 6 day of June, 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

**ARTHUR J. GALLAGHER & CO. (FLORIDA)**

(hereinafter referred to as "AJG"),  
whose principal place of business is  
One Boca Place,  
2255 Glades Road, Suite 400E, Boca Raton, Florida 33431

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP 27-033V Excess Workers' Compensation, Boiler & Machinery, and Crime Insurance, dated March 14, 2006 and amended by Addendum Number 1, dated April 4, 2006, and Addendum Number 2, dated April 18, 2006 (hereafter collectively referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Excess Workers' Compensation, Boiler & Machinery, and Crime Insurance; and

**WHEREAS**, AJG offered a proposal dated April 24, 2006 (herein referred to as "Proposal") which is incorporated by reference herein, in response to RFP, and;

**WHEREAS**, AJG desires to provide to SBBC and SBBC desires to receive from AJG broker 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.

2.02 **Service Fees.** AJG agrees to provide the broker services outlined in the RFP at commissions percentages not to exceed those listed within their Proposal.

2.03 **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 April 18, 2006) to the RFP;
- Third: Addendum Number One (dated April 4, 2006) to the RFP;
- Fourth: RFP 27-033V "Excess Workers' Compensation, Boiler & Machinery, and Crime Insurance";
- Fifth: The Proposal submitted in response to the RFP by AJG

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

2.05 **Background Screening.** AJG agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that AJG 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 AJG or its personnel providing any services under the conditions described in the previous sentence AJG 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 AJG and its personnel. The Parties agree that the failure of AJG 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. AJG 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 AJG'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 or AJG 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 AJG: Area President  
Arthur J. Gallagher & Co.  
2255 Glades Road, Suite 400E  
Boca Raton, FL 33431

With a Copy to: Senior Accountant Manager  
Arthur J. Gallagher & Co.  
2255 Glades Road, Suite 400E  
Boca Raton, FL 33431

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 AJG by SBBC pursuant to section 2.02 of this Agreement, AJG 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.

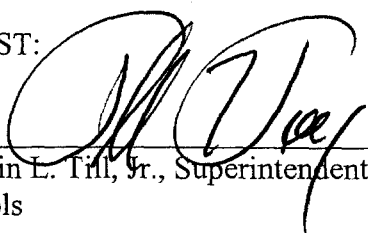
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

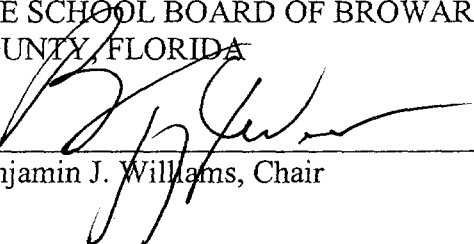
**FOR SBBC**

(Corporate Seal)

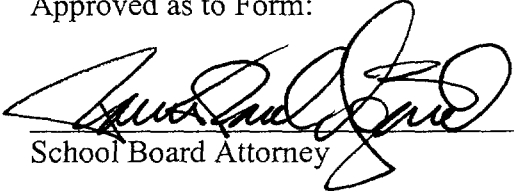
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

By   
\_\_\_\_\_  
Benjamin J. Williams, Chair

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

FOR AJG

(Corporate Seal)

ARTHUR J. GALLAGHER & CO. (FLORIDA)

ATTEST:

By [Signature]  
Raul E. Plasencia, Area President

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

[Signature]  
Witness

[Signature]  
Witness

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

STATE OF Florida

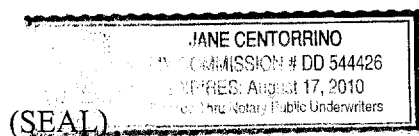
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of May, 2006 by Raul E. Plasencia of \_\_\_\_\_  
Name of Person

ARTHUR J. GALLAGHER & CO. (FLORIDA), 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:



[Signature]  
Signature - Notary Public

JANE CENTORRINO  
Printed Name of Notary

8-17-10  
Notary's Commission No.