



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

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Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

March 21, 2017

ADDENDUM NO 2

RFP 18-005V

THIRD PARTY ADMINISTRATIVE SERVICES FOR CASUALTY LINES CLAIMS

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

1. Additional question received and answered.

Question:

I received Amendment 1. With respect to the W/MBE participation goals - and as I noted earlier, our sub-contractor holds a DBE certification. Our sub-contractor reached out to the SBBC's Supplier Diversity & Outreach Program Office and spoke with Colleen Robbs, Outreach Coordinator. Ms. Robb told our sub-contractor that they are qualified to apply because they hold a WBENC (Woman's Business Enterprise National Council) certification, and the SBBC acknowledges the WBENC certification through a formal affiliation. Our sub-contractor will complete the partnership agreement and was told it will take approximately 30 days to formally process. Should I just submit the WBENC with our intent to sub-contract to meet the SBBC's goals? Is that satisfactory?

Answer:

No, in accordance with RFP 18-005V, Section 4.4.4 M/WBE Participation, "M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office PRIOR to submission of bid proposal."

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 18-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V High Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV



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Robert W. Runcie
Superintendent of Schools

March 17, 2017

ADDENDUM NO 1 RFP 18-005V

THIRD PARTY ADMINISTRATIVE SERVICES FOR CASUALTY LINES CLAIMS

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

1. Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 18-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

➤ **QUESTION #1:**

Please provide the names of the members of the RFP evaluation committee.

ANSWER TO QUESTION #1:

The names of the evaluation committee have not been established yet.

➤ **QUESTION #2:**

The scope of services requires the proposer to handle the SBBC's E&O, EPL and other professional liability claims. Are these claims handled by the current TPA's dedicated adjusting staff? Or do they utilize different adjusters that have special expertise with these type of claims? Are the fees charged for the handling of these claims included in the flat annual fee paid by SBBC?

ANSWER TO QUESTION #2:

All claims are handled by the current TPA's dedicated adjusting staff. All fees, charged for the handling of these claims, are included in the flat annual fee paid by SBBC.

➤ **QUESTION #3:**

In Attachment K, Claims Experience, do the total claims amounts per year include any record only, report only or incident only claims?

ANSWER TO QUESTION #3:

Yes, Attachment K includes record only, report only and incident only claims.

➤ **QUESTION #4:**

Is it a requirement that the liability supervisor be dedicated to only supervising the SBBC adjusters/account, or is it acceptable to SBBC if they supervise other non-SBBC adjusters and claims as well?

ANSWER TO QUESTION #4:

The liability supervisor must be dedicated to only supervising SBBC adjusters/accounts.

➤ **QUESTION #5:**

What onsite capabilities does SBBC have in the event adjusters are located at the risk management office? What amount of office space or workstations can be provided? What other expenses will be the responsibility of the TPA if staff is housed onsite?

ANSWER TO QUESTION #5:

Risk Management provides one cubicle and landline phone for one member of the current TPA's staff. Computers and other electronics are the responsibility of the TPA.

➤ **QUESTION #6:**

Why did SBBC decide to release this RFP at this time as opposed to extending the current contract with the TPA? Are there any service related issues or concerns with the performance of the current TPA which SBBC is seeking to improve upon?

ANSWER TO QUESTION #6:

SBBC released the RFP at this time because the current agreement will be expiring and we welcome the opportunity to review competitive proposals. There are no service related issues or concerns with performance with the current TPA.

➤ **QUESTION #7:**

Will SBBC extend the proposal due date beyond 3/28/17 by at least a week to allow more time for completion?

ANSWER TO QUESTION #7:

No.

➤ **QUESTION #8:**

Please provide complete loss runs for claims data for at least the past 5 full years in excel format.

ANSWER TO QUESTION #8:

Due to the large data excel file, this report is loaded separately on Demandstar and has the title of "Addendum 1 – Data File – Question 8".

➤ **QUESTION #9:**

In Scope of Services, sections 4.4.2.4 and 4.4.2.28, both indicate the proposer shall maintain a servicing branch in Broward, Palm Beach or Miami Dade counties, or house their personnel at SBBC's risk management office. Is it a requirement that one of these 2 options be proposed? Do all adjusters assigned to the SBBC claims need to be located at one of the 2 options requested? Will SBBC consider alternative staff location scenarios, such as some adjusters being based in their residences or in an out of area office? Is any option preferable to SBBC?

ANSWER TO QUESTION #9:

As noted in the Scope of Services, yes, it is a requirement that one of the 2 options be proposed. All adjusters assigned to SBBC claims do not need to be located at one of the 2 options. SBBC would consider alternative staff location scenarios and does not have a preference of the two scenarios listed above.

➤ **QUESTION #10:**

Does SBBC require or prefer a dedicated team of adjusters (that only handles SBBC claims)?

ANSWER TO QUESTION #10:

SBBC requires a dedicated team of adjusters assigned to claims.

➤ **QUESTION #11:**

I see the minority criteria is weighted at 10% of the award tabulation. I am not able to locate the required % of award expected to satisfy the criteria for the 10% of Goal.

ANSWER TO QUESTION #11:

The answer to this question can be found on Page 13 of 26 Pages of the RFP.

➤ **QUESTION #12:**

The requirements indicate that an electronic copy of the proposal must be submitted on a flash drive. Will SBBC accept an electronic copy submitted on a CD-ROM instead of a flash drive?

ANSWER TO QUESTION #12

It is preferred that a flash drive be sent with your proposal as not all computers in our office have CD-ROM drives.

➤ **QUESTION #13:**

In the interest in time, I need some clarification. **If there is no M/WBE participation under this contract is it required?** And will the County accept DBEs in the place of M/WBEs? We have a currently certified sub-contractor as a DBE within the State of Florida but is not a M/WBE. Apparently our sub-contractor was told by the Florida Division of Management Services that they are behind on their certifications and at best it would take Florida Division of Management Services 20 days to certify them. This means it will require us/TRISTAR to look for a different vendor that we are not as familiar with. Our sub-contractor tried to make contact with SBBC to ask them if a DBE was also acceptable, but no one answered. We will attempt to make contact with SBBC again, but we are thinking the answer will be no because the state recognizes the DBE and M/WBE as two separate programs. **Can you please clarify?**

ANSWER TO QUESTION #13

M/WBE participation is not a mandatory requirement for this RFP, but it is highly encouraged to partner with a SBBC certified M/WBE vendor for services under this RFP.

In order to receive M/WBE points for this RFP, the M/WBE vendor must be certified with SBBC through our Supplier Diversity and Outreach Program. Points are not assigned for non SBBC certified M/WBE Vendors.

This link below will provide you with a list of certified SBBC M/WBE vendors with whom you can partner with under this contract.

<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>



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DR. ROSALIND OSGOOD

March 2, 2017

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 18-005V- Third Party Administrative Services for Casualty Lines
Claims**

ROBERT W. RUNCIE
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Third Party Administrative Services for Casualty Lines Claims**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail charles.high@browardschools.com. 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:

- **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See Section 4.4.4 of the RFP)**
SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized 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 Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete **Attachment N**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail charles.high@browardschools.com. Your responses to the Statement of "No Response" are very important to the Procurement & Warehousing Services Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

REQUEST FOR PROPOSALS (RFP)

RFP 18-005V

THIRD PARTY ADMINISTRATIVE SERVICES FOR CASUALTY LINES CLAIMS



RFP Release Date: **March 2, 2017**

Written Questions Due: On or Before 5:00 p.m. ET
March 10, 2017
in Procurement & Warehousing Services Department

Proposals Due:* On or Before 2:00 p.m. ET
March 28, 2017
in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

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

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

**REQUEST FOR PROPOSALS (RFP) 18-005V
1.0 REQUIRED RESPONSE FORM**

RELEASE DATE: March 2, 2017

TITLE: THIRD PARTY ADMINISTRATIVE SERVICES FOR CASUALTY LINES CLAIMS

This Proposal must be submitted to the Procurement & Warehousing Services Department, 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, March 28, 2017 and plainly marked RFP 18-005V- Third Party Administrative Services for Casualty Line Claims. Proposals received after 2:00 p.m. EST on date due will not be considered.

Note: The requirement to send extra copies of your proposal has been changed. An original signed copy of the proposal and a PDF (electronic) copy are the only copies that are now required to be received.

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF format on a Flash Drive (which must be identical to the original Proposal, including any supplemental information/marketing materials), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-005V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. 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 (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

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 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, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record 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. **Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), 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 acknowledges that all responses, data and information contained in this Proposal are true, accurate and open to public inspection under Florida's Public Records Law.**

Signature of Proposer's Authorized Representative (blue ink preferred on the original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

NOTE: Entries must be completed in 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 The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires to receive Proposals from qualified firms with experience working with school districts and public entities similar in size and diversity to SBBC, to provide Third Party Administrative Services for Casualty Lines Claims (as further defined in Section 4.4.2, Scope of Services). In addition to being able to provide the most cost effective management of claims, the Awardee must have a demonstrated record of success in claims management for entities that are similar in size and scope to SBBC, must be competitively priced, and must be able to offer creative and innovative options for data accessibility to SBBC staff, as well as performance evaluation and measurement tools, as the Awardee will be held to aggressive service requirements. This document defines the skills, capabilities and services that SBBC expects from the selected firm and service provider team(s).

SBBC is the sixth largest public school system in the United States, the second largest in the state of Florida and the largest fully accredited K-12 and adult school district in the nation. SBBC has over 31,000 employees, over 260,000 students, and approximately 175,000 adult students in 229 schools and education centers and 95 charter schools. For more information about SBBC, please visit www.browardschools.com.

SBBC’s current Third Party Administrator is Johns Eastern Company, Inc. SBBC self insures its casualty exposures and purchases excess coverage for each line, with a retention of \$300,000 on most liability lines. Specifically, claims administration is sought for Auto Liability, General Liability, and School Board Errors & Omissions, as well as a limited number of Property claims.

An outline of SBBC’s coverage for which claims administration is sought, including limits and retentions, is below:

#	DESCRIPTION	COVERAGE/LIMITS
1	EXCESS GENERAL LIABILITY & AUTO	No Aggregate
		\$700,000 per Occurrence
		\$300,000 Retained Limit
		Employee Benefits Liability
		\$1,400,000 Aggregate
		\$700,000 per Occurrence
2	SCHOOL BOARD	\$2,100,000 Aggregate
	E&O	\$700,000 per Occurrence
		\$1,400,000 Aggregate Sexual Abuse
		\$700,000 per Occ Sexual Abuse
		Deductibles:
		\$300,000 each Wrongful Act
		\$300,000 each Employment Practices Violation
		\$300,000 Sexual Harassment
		\$300,000 Sexual Abuse
	Law Enforcement Activities	\$2,100,000 Aggregate
		\$700,000 per Occurrence
		\$300,000 Retained Limit

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High, C.P.M., A.P.P., MBA Purchasing Agent IV, Procurement & Warehousing Services Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail charles.high@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET, March 10, 2017**. Questions received after this date and time 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.

- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2017, and continuing through June 30, 2020**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

- 2.5 **Price Adjustments:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

- 2.6 **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.

- 2.7 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions shall be rejected as "non-responsive".**

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be evaluated by the Evaluation Committee and Category d.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

3.0 CALENDAR

March 2, 2017	Release of RFP 18-005V
March 10, 2017	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
March 28, 2017	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
April 13, 2017	*Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET
April 17, 2017	Posting of Recommendation

*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 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 **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 SBBC: 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 Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

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)

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**

4.2.2 Proposers must be duly licensed (6-20 All-Lines Adjuster License) and in good standing with, the State of Florida. Proposers must have experience in providing services for governmental organizations and preferably, public school districts of similar size and scope to SBBC. Proposers must clearly describe and demonstrate their expertise and experience in claims management for such entities. **Written documentation and current license must be submitted for this section. Do not place this in another part of your proposal.**

4.2.3 Proposer must have an active registration to do business in the State of Florida with the Department of State Division of Corporations by registering their business on www.sunbiz.org at the time of RFP opening.

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

4.4 **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.

4.4.1 **Proposer's Qualifications – (Maximum 35 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract 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.

4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.

4.4.1.3 Complete, and return, with your Proposal, **Attachment F** of the RFP.

4.4.1.4 Complete, and return, with your Proposal, **Attachment I** of the RFP.

4.4.1.5 Provide a statement of any litigation or regulatory action that has been filed or is pending 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.

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

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

4.4.1 Proposer's Qualifications (Cont'd)

- 4.4.1.6 Provide a brief description of the company, its services, and its overall qualifications. Information provided in this section should include, but not be limited to: number of years providing similar services, number of employees, and approximate number of clients. For national or multi-office locations, provide information on both a firm-wide basis as well as the office from which the account will be serviced
- 4.4.1.7 Staffing: Identify the proposed account executive(s) and any other staff who will provide regular services to SBBC in providing the services described herein. For each person identified, include information indicating the length of time with the company, length of service in claim management, approximate number of clients served, and any professional/associate designations.
- 4.4.1.8 Qualifications and Relevant Experience: Briefly describe the company's qualifications and relevant experience in providing claim management as described in this RFP and for organizations similar in size and scope to that of SBBC. Based upon your review of information about the SBBC's programs and services, provide any comments or suggestions for the SBBC's consideration for specific claim management practices as provided by your firm that you feel could be beneficial to the SBBC.
- 4.4.1.9 References: Provide at least five (5) customer references, preferably with an emphasis on governmental clients, currently receiving the services being requested herein from the company. For each reference, provide an individual contact person name, address, and telephone number.
- 4.4.1.10 Please describe the company's own performance standards and measureable goals that it utilizes for clients both similar in size and scope to SBBC, and otherwise.
- 4.4.1.11 Please provide the most recent audited financial statement for the company as well as credit references that can verify the financial standing of the company.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

4.4.2 **Scope of Services Provided – (Maximum 35 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
	CLAIMS MANAGEMENT SERVICES:			
4.4.2.1	SBBC's current TPA contract stipulates that the provider is required to handle claims up to six months beyond the date of termination of the contract. Provide a six-month transition plan for the handling of prior claims.			
4.4.2.2	Administer all open, all newly filed, and all reopened third party liability claims (including Insured versus Insured claims) on behalf of SBBC utilizing reporting procedures and guidelines necessary to meet the needs of SBBC. Service personnel must be available on a 24-hour, on-call basis.			
4.4.2.3	Utilize effective claims management techniques designed to contain costs and resolve claims as quickly as possible.			
4.4.2.4	Conduct field investigations and all customary investigative work as necessary. Awardee may be asked to be available at specified SBBC locations to conduct interviews. Awardee is to either maintain a servicing branch in the Tri-County Area or house service personnel in the SBBC Risk Management Department.			
4.4.2.5	Administer claims in a timely, courteous and equitable manner.			
4.4.2.6	Maintain open communication, respond to questions and requests, and provide excellent customer service to claimants, employees, providers, and any regulatory bodies.			
4.4.2.7	Attend meetings, depositions, mediations, and other proceedings as necessary and provide SBBC with written updates on those proceedings.			
4.4.2.8	Make contact with claimants within 24 hours of notification of a claim.			
4.4.2.9	Be capable of providing services to individuals that speak Spanish and Haitian-Creole, in addition to English.			
4.4.2.10	Compile data for and file all notices, reports, and other documentation required by the State of Florida, other pertinent regulators, the State Auditor, and SBBC's excess insurance carrier(s), in accordance with established rules and regulations set by those entities. Awardee will be responsible for providing all necessary reporting forms.			
4.4.2.11	Report claims to excess carriers in accordance with their respective written procedures.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):****4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
	CLAIMS MANAGEMENT SERVICES:			
4.4.2.12	Evaluate and recommend experts and specialized investigative or other related services, as may be necessary or appropriate for the defense or other resolution of claims within the scope of services. Obtain approval from SBBC Risk Management prior to selection and/or use of outside service providers.			
4.4.2.13	Notify SBBC of proposed or enacted changes in claims administration regulatory requirements that may affect SBBC.			
4.4.2.14	Assist with training appropriate staff on proper claims handling procedures, as agreed upon between SBBC and Awardee.			
4.4.2.15	Make recommendations to improve claims handling and service.			
4.4.2.16	Aggressively pursue all available avenues of subrogation and/or contribution on behalf of SBBC.			
4.4.2.17	Participate in an annual performance audit, as further detailed in the Attachment H entitled "Performance Standards." The audit will cover compliance with established procedures and controls; prompt, thorough, well-documented claims investigations; adjusting expertise consistent with industry standards; settlement; file documentation; and reserves management.			
4.4.2.18	Provide review of all accounting and billing data received on SBBC's behalf to ensure accuracy.			
4.4.2.19	Participate in claims review meetings to ensure accuracy of reserves and effective claims management.			
4.4.2.20	Assist SBBC in establishing a banking arrangement for claim expense payments.			
4.4.2.21	Provide monthly claim status reports, with loss runs, to SBBC Risk Management to include: (1) Chart of open claims by location (school or administrative site), listing type of claim (i.e., slip and fall, automobile accident, assault, etc.), total reserves and total paid amounts. The monthly report should also include charts/graphs depicting the following: 1) Top 10 highest paid open claims, including date of claim, total reserves and total paid amounts. 2) Top 10 oldest open claims, including date of claim, total reserves and total paid amounts. 3) Total claims opened by month for the current fiscal year. 4) Total claims closed by month for the current fiscal year. 5) Total number of claims assigned to each active adjuster on the account, by line of coverage.			
4.4.2.22	At least every six months, review all open cases, including reserve amounts, in order to expedite settlement, and update SBBC Risk Management on claims status.			
4.4.2.23	Provide SBBC with an annual stewardship report detailing claim counts, services rendered, and measurement of performance goals.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):****4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
	CLAIMS MANAGEMENT SERVICES:			
4.4.2.24	In the event that the agreement with the Awardee is terminated, continue handling all claims that have been made and reported to it prior to such date of termination for one hundred eighty (180) days unless SBBC and the Awardee have agreed otherwise in writing.			
4.4.2.25	Notify and consult with SBBC Risk Management in the event that a claim will exceed \$5,000. Obtain written approval from the Director of the Risk Management Department for claims in excess of \$10,000 up to and including \$50,000. For all claim settlements exceeding \$50,000, Awardee shall obtain written approval from the Director of the Risk Management Department and obtain additional approval from the SBBC General Counsel.			
4.4.2.26	SBBC retains all ownership rights to loss data and claim files that are generated as a result of services provided by the Awardee, and as such, Awardee is to provide all claim data, files, documents, etc. in an electronic format to SBBC upon request, or within 10 days in the event that services are terminated.			
	PROPERTY CLAIMS MANAGEMENT SERVICES:			
4.4.2.27	At no additional cost to SBBC, include full claims management services for ten (10) property claims per year. These claims will be non-catastrophic in nature.			
	TECHNICAL REQUIREMENTS:			
4.4.2.28	As mentioned in section 4.4.2.3, Awardee shall either maintain a service branch in Palm Beach, Broward, or Miami-Dade County, or house service personnel in the SBBC Risk Management Department.			
4.4.2.29	At no additional cost, Awardee shall maintain a computerized claims information database system that provides detailed claim information and Standard, Custom and Ad hoc reports within 24 hours of request. The ability to provide a monthly download of all claim data including payments in a predetermined format to update the SBBC's Risk Management Information System is desirable. The system must have capability to allow the SBBC on-line use.			
4.4.2.30	All claims files and notes of any type, whether involving litigation or not, will be made accessible to SBBC, whether online or otherwise.			

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

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

4.4.3 Cost of Services -- (Maximum 20 allowable points)

Please indicate rates charged using **Attachment J**, Cost Proposal. Proposers should list both flat annual rates as well as per claim rates for each applicable contract year. Charges should be inclusive of all expenses. **Please list ALL costs to be incurred, whether specifically mentioned in this RFP or not.**

4.4.3.1 Per Claim Rates, by claim type. List rates charged by each type of claim, including costs associated with handling prior claims where applicable. Claims occurring prior to the effective date of the contract will constitute "prior claims." Rates should also contemplate handling claims six months beyond date of termination of the contract. Estimated and historical claim counts are listed for reference.

4.4.3.2 Flat Annual Rate. List a flat rate to apply per contract year that includes ALL costs, regardless of the number of claims. This shall include all costs associated with prior claims in the first year, as well as costs associated with handling claims six months beyond termination.

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

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

4.4.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. 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, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in **Attachment A3** of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office **prior to submission of bid proposal.** For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprises in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

M/WBE Information: Proposer will be evaluated and points awarded based on the evaluation criterion 4.4.4.1, 4.4.4.2, and 4.4.4.3 depending on the information submitted by the Proposer.		Maximum Points
4.4.4.1	Identify the M/WBE firm(s) who will be working with you on this engagement (see Attachment A3* , M/WBE Participation). Indicate the extent and nature of the M/WBEs work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm(s) in connection with this Proposal. Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time of proposal submission will not count towards M/WBE goal attainment. If you will not have M/WBE Participation, add Proposer's name and state N/A on the form and return it with your Proposal.	10
4.4.4.2	Proposer shall provide staff diversity information by completing and submitting Attachment A2 , Employment Diversity Statistics.	0
4.4.4.3	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	0
	TOTAL POINTS	10
	*The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report) (see Attachment A1) to the Supplier Diversity & Outreach Program, which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s). State your willingness to comply with this requirement.	
	Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. State your willingness to comply with this requirement.	

5.0 EVALUATION OF PROPOSALS (Continued)

5.1 The Evaluation Committee (hereinafter referred to as “Committee”), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	35
B. Scope of Services	35
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	<u>10</u>
TOTAL	100

The SBBC shall award a maximum of ten (10) points for M/WBE Participation as listed in the *10-Point Table for M/WBE Participation* below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form.

10-Point Table for M/WBE Participation	
≥ 25%	10 Points
≥ 23%	9 Points
≥ 21%	8 Points
≥ 19%	7 Points
≥ 17%	6 Points
≥ 15%	5 Points
≥ 13%	4 Points
≥ 11%	3 Points
≥ 9%	2 Points
≥ 7%	1 Point

Note: Evaluation points for “Category D” shall be provided by the Supplier Diversity & Outreach Program Office.

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.

5.0 EVALUATION OF PROPOSALS (Continued)

- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.4 **Award:** SBBC intends to make an award only to the Proposer that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment E**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, March 28, 2017** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 18-005V - Third Party Administrative Services for Casualty Line Claims

Note: The requirement to send extra copies of your proposal has been changed. An original signed copy of the proposal and a PDF (electronic) copy are the only copies that are required to be received.

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as "original") will constitute the original governing documents. The electronic version in PDF Format on a Flash Drive (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-005V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All completed proposals must be submitted in sealed packaging (package, box, etc.) with the RFP number and the Proposer's company name clearly typed or written on the exterior of package.

- 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 **INSURANCE REQUIREMENTS**

MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3 **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)
- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.0 SPECIAL CONDITIONS (Continued)

6.3 INSURANCE REQUIREMENTS (Continued):

- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
(*Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
- 6.3.9 **The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this contract.**

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.4.1 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, Sub-Contractor's 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.
- 6.4.2 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.
- 6.4.3 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 agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (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.

6.5 W-9 FORM:All Proposers are requested to complete the attached W-9, **Attachment C**, and submit with their Proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 does not apply to this RFP as no personal property is being purchased.

7.0 GENERAL CONDITIONS

- 7.1 **LIABILITY:** 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".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: AWARDEE 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 AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE'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 AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. **NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP.**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.0 GENERAL CONDITIONS (Continued)

- 7.4 **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 vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.
- 7.7 **DELIVERY:** All deliveries shall be F.O.B. Destination point. **Shipping points offered other than F.O.B. Destination shall be rejected.** Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.0 GENERAL CONDITIONS (Continued)

- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)
The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.
- 7.18 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.
In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida 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.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

7.0 GENERAL CONDITIONS (Continued)

- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**
- 7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 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 (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **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 from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension 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 bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.0 GENERAL CONDITIONS (Continued)

- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
- 7.39 **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. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. 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 ITB 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.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** 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. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **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.**

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.0 GENERAL CONDITIONS (Continued)

- 7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state 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. ET of the next calendar day that is not a Saturday, Sunday, state 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.”** 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, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.
- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **APRIL 13, 2017 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state 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. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid 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 SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. 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, SBBC 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, SBBC prevails, SBBC 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 School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney’s fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**
- 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, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**
- 7.42 **AUDIT AND INSPECTION OF AWARDEE’S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee’s documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State’s representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.0 GENERAL CONDITIONS (Continued)

- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- a) Cancellation and default of contract;
 - b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - c) All departments being advised not to do business with vendor.
- 7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 7.48 **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 boards, other community college/state university system cooperative bid agreement, 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 bid if it is in its best interest to do so.
- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **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 bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.
- 7.53 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be 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 affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.0 GENERAL CONDITIONS (Continued)

- 7.54 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.55 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.55 **LOBBYIST ACTIVITIES:** In accordance with SBBC 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.
- a) 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.
 - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - c) 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.
 - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - e) 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.
- 7.56 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - b) The Broward County Certified Minority/Women Business Enterprise vendor;
 - c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - d) The Florida Certified Minority/Women Business Enterprise vendor;
 - e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

- 7.57 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.0 GENERAL CONDITIONS (Continued)

7.58 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 7.58.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 7.58.2 SBBC also reserves the right to waive irregularities or technicalities 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.
- 7.58.3 **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:
- 7.58.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
 - 7.58.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see 1.0 Required Response Form).
 - 7.58.3.3 Failure to respond to all subsections within the RFP.
 - 7.58.3.4 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.
 - 7.58.3.5 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.
 - 7.58.3.6 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.
 - 7.58.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

- 7.59 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

- 7.60 **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Proposers in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Proposer that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for RFP documents or other materials submitted by a Proposer be submitted, SBBC shall notify the contact person identified in the proposal of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this RFP shall be deemed as Bidder's consent to the foregoing conditions.

7.0 GENERAL CONDITIONS (Continued)

- 7.61 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.62 **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 government-wide system for non-procurement 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 government-wide 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 shall 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 bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this RFP, 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.
- b) 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 bid.

ATTACHMENT A

**A1 Monthly M/WBE Subcontractor
Utilization Report**

A2 Employment Diversity Statistics

A3 M/WBE Participation

Proposer's Company Name: _____



**The School Board of Broward County, Florida
 Supplier Diversity & Outreach Program
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, FL 33351
 (754) 321-0505 ~ Fax (754) 321-0534**

Monthly M/WBE Subcontractor Utilization Report

The timing of the reports must coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE vendor.

Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. The prime vendor shall maintain the level of M/WBE utilization as established in the M/WBE Utilization Plan, agreement, or any subsequent amendments. The M/WBE Utilization Report shall include all Work under the contract agreement, including amendments, change orders, and work orders. Failure to comply with the M/WBE requirements of this contract agreement will be considered a material breach of contract agreement.

PRIME VENDOR INFORMATION

NAME & ADDRESS OF PRIME VENDOR:	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % TO MINORITY/ WOMEN
RFP Number: 18-005V RFP Title: Third Party Administrative Services for Casualty Line Claims					

M/WBE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	M/WBE CONTRACT AMOUNT	AMOUNT PAID TO VENDOR THIS REPORTING PERIOD	TOTAL AMOUNT PAID TO DATE	% OF TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature: _____ Date: _____
 (Signature)

Printed Name: _____ Title: _____

Phone #: (____) - _____ Email: _____

Employment Diversity Statistics

Proposer's Company Name: _____

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

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

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
PARTICIPATION FORM**

Proposer's (Company) Name: _____

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation for this contract
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		

**FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE
SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>**

ATTACHMENT B

Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

The School Board of Broward County, Florida

RFP 18-005V - THIRD PARTY ADMINISTRATIVE SERVICES FOR CASUALTY LINE CLAIMS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

03/28/13

ATTACHMENT C

W-9 Form

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>
	<p>2 Business name/disregarded entity name, if different from above</p>
	<p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____</p> <p>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.)</p>
	<p>6 City, state, and ZIP code</p>
	<p>7 List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT D

Drug-Free Workplace

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

I certify that I have established a drug-free workplace program and have complied with the following:

- 1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of
a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for
violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free
workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may
be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the
statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or
contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer
of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance
law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if
such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____
OR Produced identification _____
(Type of identification)

Notary Public - State of _____
My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

ATTACHMENT E

Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, 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

INSERT NAME OF OTHER PARTY
(hereinafter referred to as “VENDOR”),
whose principal place of business is
[insert their address here].

WHEREAS, *[insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]*; and

WHEREAS, *[you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives]*.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____, 20__ and conclude on _____, 20__ . The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

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

- First: This Agreement, then;
- Second: Addendum No. ____, then;
- Third: RFP Number and Title
- Fourth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule (Costs may be stated here or on an Attachment)

2.04 **Services.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

OR

2.04 **Services.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in Attachment _____. (See 3.17)

2.08 **M/WBE Participation.** VENDOR is a Certified MBE (Type) with SBBC, Certificate #7007-_____.

OR

2.08 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. VENDOR has agreed to utilize _____ (M/WBE firm), Certificate # _____ to provide _____ (products/services).

OR

As consideration for being awarded this contract agreement, *Insert Name* shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. *Insert Name* will identify the M/WBE firm that provide a commercial useful function products and/or services in performing this contract agreement.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

OR

M/WBE Commitment. Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

Add to Contract Memo info that administrators must make certain that no student info is shared with other party in violation of FERPA.

2. **Studies Conducted for SBBC.** Under the terms of this Agreement, *Insert Name* will be conducting studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the study/studies are described as follows: _____. SBBC may disclose personally identifiable information from an education record of a student to *Insert Name* in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to *Insert Name* is described as follows: _____. *Insert Name* agrees that the study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the Agreement with (*Insert Party Name*)

representatives of *Insert Name* that have legitimate interests in the information. The study shall commence _____ and conclude _____. *Insert Name* agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. *Insert Name* acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

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

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

(g) **Inspection of Subcontractor’s Records.** VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee’s costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) **Inspector General Audits.** VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2. **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: *Insert Job Title of District Representative*
Insert Address of District Representative

To VENDOR: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

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

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

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

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

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

Agreement with (Insert Party Name)

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

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

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

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

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

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachment(s)** _____ attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

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

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

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

Agreement with (Insert Party Name)

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

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

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

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **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 _____
_____, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel

[

FOR VENDOR

(Corporate Seal)

*Insert Full Legal Name of the Corporation,
Agency or Other Legal Entity*

ATTEST:

By _____

, Secretary

-or-

Witness

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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or 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 – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

[If the other party is an individual person, use this signature page]

FOR VENDOR:

Witness

Signature

Witness

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
Insert Name Here
who is personally known to me or who produced _____ as
Type of Identification
identification and who did/did not first take an oath this _____ day of _____,
20____.

My Commission Expires:

Signature – Notary Public

(SEAL)

Notary’s Printed Name

Notary’s Commission No.

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ATTACHMENT F

**CERTIFICATION OF DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS**

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(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.

Organization Name 18-005V
.RFP Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

ACH Payment Agreement Form



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: _____

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
VENDOR AREA:		
Remittance Confirmation: (select one) _____	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
Federal Identification No. Vendor _____	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____
 Centralized Email _____ Dept. _____
 Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature (Primary) and Business title: _____ Date: _____
 Authorized Signature (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
 7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT H

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 twelve months of operations. Each Claim File Performance Review will involve 50 randomly selected files. The make-up of the files selected for each review will be at least 50% open files.

SBBC will perform one Claim File Performance Reviews for each annual period of the contract. The initial review will be after Awardee has been providing claims administration services for at least twelve (12) months. Each review will occur approximately 1-2 months after the conclusion of the performance period. The following chart 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 85% average compliance (i.e. average of 8.5 of the possible 10 points for each claim reviewed) with claims administration expectations is expected in the first annual period of the contract. The minimum average compliance expectation is raised to 90% on the second annual period, and 95% for annual periods thereafter. Failure to meet these average compliance expectations will result in the penalty noted.

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

A minimum of “three attempts” by the claims adjuster to contact the appropriate claimant(s) and/or supervisor will be considered a “contact,” if followed up with appropriate correspondence within the measurement period.

3. Document Subrogation Recovery Potential (1 point per claim for compliance)

Adjusters will document subrogation, contribution, and/or coordination of benefits recovery potential in the claim file within fourteen (14) days of claim receipt.

4. Direction Within Fourteen (14) Days of Claim Receipt (1 point per claim for compliance)

For liability claims, within two (2) days of receipt of the claim, the claims adjuster 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.

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.)

OVERALL PROGRAM SUCCESS STANDARDS

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

ATTACHMENT I
Proposer Questionnaire

PROPOSER QUESTIONNAIRE

Please provide information in as much detail as possible regarding claims operation and claim handling philosophy. The following should be included:

1. Please describe your claims administration process, including:
 - a) An outline of claims investigation and compensability determination process.
 - b) Your policy on handling suspicious/fraudulent claims and your denial process.
 - c) Your corporate philosophy about direct personal contact with claimants and how often you feel this is appropriate.
 - d) Your company's process for selecting attorneys, independent medical evaluators, vocational counselors, field investigators and other consultants. Please include a pre-identified list of providers with whom you have developed a relationship.
 - e) Process used for reporting to an excess carrier.
 - f) Describe your claims handling quality assurance control procedures.
2. List your claims offices or facilities in Florida and the number of employees at these locations.
3. How long has your company been an administrator for third party liability claims?
4. Describe your typical claim case load per examiner and supervisor to examiner rate.
5. What is your reserving philosophy? How and when do you normally contact the client when setting initial reserves or changing reserves?
6. Information Management System:
 - a) Discuss your capabilities to provide electronic information transfers to SBBC's electronic database.
 - b) Describe ability for SBBC to access your information system, including hardware and software requirements.
 - c) Provide a detailed description of your claims information reporting system. Please provide samples of your claim status reports, payment history reports, loss analysis information, graphs, etc.
7. Please provide the names and resume information for the individuals who will be responsible for SBBC's account.
8. What staff members will be dedicated to SBBC's account?
9. Provide a copy of a suggested catastrophe work plan that will be followed in the handling of the SBBC's catastrophe claims. Clearly identify what would be considered a catastrophe claim.
10. Are there any additional costs that will be charged by the proposer that have not been addressed in the RFP document?
11. What are your internal performance standards and how do you evaluate and measure performance?
12. What steps do you take to manage the account to ensure the database is current and accurate, i.e., status, action plans, reserves, loss and payment codes?
13. How does your firm propose to assimilate SBBC's historical claim data into your claims tracking system? What is the required timeframe for the data transfer?

ATTACHMENT J

Cost of Services

COST PROPOSAL

Type of Service: Third Party Administrative Services for Casualty Lines Claims
 Proposer _____
 Address _____
 Contact _____ Telephone (____) ____-____ FAX (____) ____-____

FEE STRUCTURE:

Year 2017-2018

Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Automobile Bodily Injury			
Automobile Property Damage			
Automobile Physical Damage			
General Liability/Public Official/E&O/EPLI Bodily Injury			
General Liability/Public Official/E&O/EPLI Property Damage			
Report Only			
Cost for taking over existing claims			
One time fees, set up costs, etc.			
Other service fees (please describe)			
Total Annual Cost			
Optional Flat Annual Fee			

Year 2018-2019

Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Automobile Bodily Injury			
Automobile Property Damage			
Automobile Physical Damage			
General Liability/Public Official/E&O/EPLI Bodily Injury			
General Liability/Public Official/E&O/EPLI Property Damage			
Report Only			
One time fees, set up costs, etc.			
Other service fees (please describe)			
Total Annual Cost			
Optional Flat Annual Fee			

COST PROPOSAL

Year 2019 - 2020

Service Category	Estimated Per Claim Cost	Estimated Number of Claims	Estimated Total Cost
Automobile Bodily Injury			
Automobile Property Damage			
Automobile Physical Damage			
General Liability/Public Official/E&O/EPLI Bodily Injury			
General Liability/Public Official/E&O/EPLI Property Damage			
Report Only			
One time fees, set up costs, etc.			
Other service fees (please describe)			
Total Annual Cost			
Optional Flat Annual Fee			

DO NOT CHANGE THE FORMAT OR THE WORDING ON THIS ATTACHMENT.
SUBMIT EXACTLY AS SHOWN

ATTACHMENT K

Casualty Lines Claims Experience

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2016 07/01/16 - 06/30/2017

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Auto Liability	300,000	0	203	71	274	108,793.91	4,496.79	284,306.52	183.10	397,780.32
Auto Physical	300,000	0	95	13	108	916.00	95.00	21,708.00	2.75	22,721.75
Errors/Omissions	300,000	0	5	22	27	35,817.71	1,788.50	275,872.62	1,011.50	314,490.33
General Liability	300,000	0	115	101	216	14,513.97	193.15	307,921.80	0.00	322,628.92
Property	300,000	0	5	9	14	40.00	783.15	65,475.35	0.00	66,298.50
Totals:			424	216	640	160,081.59	7,356.59	955,284.29	1,197.35	1,123,919.82

AGGREGATE EXCESS SUMMARY

Total Net Payments:	167,438.18	Total Incurred:	1,123,919.82
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	167,438.18	Total Aggregate Experience:	1,123,919.82
		Plus IBNR-CFR Reserve:	112,391.98
Period Loss Fund:	0.00	Total:	1,236,311.80
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	167,438.18	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	5,420.36
Amount Due From Aggregate Carriers(s)	167,438.18		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2015 07/01/15 - 06/30/2016

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
	300,000	0	2	0	2	0.00	0.00	0.00	0.00	0.00
Auto Liability	300,000	0	353	61	414	322,255.54	8,331.39	519,713.23	804.95	851,105.11
Auto Physical	300,000	0	276	11	287	453.84	800.30	12,630.00	0.00	13,884.14
Errors/Omissions	300,000	0	8	14	22	194,077.52	11,483.13	161,311.13	4,320.54	371,192.32
General Liability	300,000	0	442	73	515	307,736.10	8,941.91	1,370,381.93	12,844.61	1,699,904.55
Property	300,000	0	13	3	16	16,220.12	230.35	6,664.58	0.00	23,115.05
Totals:			1,094	162	1,256	840,743.12	29,787.08	2,070,700.87	17,970.10	2,959,201.17

AGGREGATE EXCESS SUMMARY

Total Net Payments:	870,530.20	Total Incurred:	2,959,201.17
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	870,530.20	Total Aggregate Experience:	2,959,201.17
		Plus IBNR-CFR Reserve:	295,920.12
Period Loss Fund:	0.00	Total:	3,255,121.29
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	870,530.20	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	55,759.60
Amount Due From Aggregate Carriers(s)	870,530.20		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2014 07/01/14 - 06/30/2015

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	360	18	378	1,562,666.88	48,157.32	430,146.22	6,047.70	2,047,018.12
Auto Physical	300,000	0	346	0	346	29,939.17	4,983.75	0.00	0.00	34,922.92
Errors/Omissions	300,000	0	23	6	29	366,359.12	64,544.05	97,091.22	10,994.00	538,988.39
General Liability	300,000	0	543	31	574	596,152.21	28,143.94	496,001.27	17,874.34	1,138,171.76
Property	500,000	0	22	1	23	144,848.99	13,985.60	5,671.50	0.00	164,506.09
Totals:			1,294	56	1,350	2,699,966.37	159,814.66	1,028,910.21	34,916.04	3,923,607.28

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,859,781.03	Total Incurred:	3,923,607.28
Less Payments Subject to Specific Excess:	299,373.40	Less Losses Excess of Specific Retention:	307,125.00
Total Payments Subject to Aggregate Excess:	<u>2,560,407.63</u>	Total Aggregate Experience:	<u>3,616,482.28</u>
		Plus IBNR-CFR Reserve:	361,648.23
Period Loss Fund:	0.00	Total:	3,978,130.51
Aggregate Limit:	3,500,000.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,560,407.63	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	62,921.35
Amount Due From Aggregate Carriers(s)	2,560,407.63		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2013 07/01/13 - 06/30/2014

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	674	12	686	1,030,286.87	40,692.29	336,551.62	17,838.74	1,425,369.52
Auto Physical	500,000	0	412	0	412	-11,184.25	364.40	0.00	0.00	-10,819.85
Employr Liability	300,000	0	1	0	1	0.00	2,915.64	0.00	0.00	2,915.64
Errors/Omissions	300,000	0	15	4	19	161,688.52	96,523.71	73,776.80	6,560.33	338,549.36
General Liability	300,000	0	537	37	574	1,314,021.79	53,904.05	1,030,035.36	56,669.92	2,454,631.12
Property	500,000	0	24	2	26	142,977.51	23.55	10,000.00	0.00	153,001.06
Totals:			1,663	55	1,718	2,637,790.44	194,423.64	1,450,363.78	81,068.99	4,363,646.85

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,832,214.08	Total Incurred:	4,363,646.85
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>2,832,214.08</u>	Total Aggregate Experience:	<u>4,363,646.85</u>
		Plus IBNR-CFR Reserve:	436,364.69
Period Loss Fund:	0.00	Total:	4,800,011.54
Aggregate Limit:	3,500,000.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,832,214.08	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	108,002.35
Amount Due From Aggregate Carriers(s)	2,832,214.08		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2012 07/01/12 - 06/30/2013

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	825	7	832	972,137.38	28,371.19	102,728.33	835.72	1,104,072.62
Auto Physical	300,000	0	516	0	516	36,256.62	1,518.90	0.00	0.00	37,775.52
Errors/Omissions	300,000	0	37	4	41	759,491.53	118,296.07	149,633.31	5,230.20	1,032,651.11
General Liability	300,000	0	535	17	552	1,087,784.13	23,574.82	318,388.89	11,419.06	1,441,166.90
Property	300,000	0	32	0	32	137,403.24	15.15	0.00	0.00	137,418.39
Totals:			1,945	28	1,973	2,993,072.90	171,776.13	570,750.53	17,484.98	3,753,084.54

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,164,849.03	Total Incurred:	3,753,084.54
Less Payments Subject to Specific Excess:	51,637.50	Less Losses Excess of Specific Retention:	51,637.50
Total Payments Subject to Aggregate Excess:	<u>3,113,211.53</u>	Total Aggregate Experience:	<u>3,701,447.04</u>
		Plus IBNR-CFR Reserve:	370,144.70
Period Loss Fund:	0.00	Total:	4,071,591.74
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,113,211.53	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	212,461.68
Amount Due From Aggregate Carriers(s)	3,113,211.53		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2011 07/01/11 - 06/30/2012

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	1,274	1	1,275	1,228,300.82	44,659.26	62,076.11	4,196.85	1,339,233.04
Auto Physical	300,000	0	420	0	420	208.37	496.90	0.00	0.00	705.27
Errors/Omissions	300,000	0	26	2	28	629,926.83	74,747.63	107,287.20	6,269.35	818,231.01
General Liability	300,000	0	355	7	362	1,179,281.84	79,103.93	389,400.11	8,332.62	1,656,118.50
Property	300,000	0	49	1	50	77,135.48	237.10	8,473.57	4.00	85,850.15
Totals:			2,124	11	2,135	3,114,853.34	199,244.82	567,236.99	18,802.82	3,900,137.97

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,314,098.16	Total Incurred:	3,900,137.97
Less Payments Subject to Specific Excess:	28,345.48	Less Losses Excess of Specific Retention:	28,345.48
Total Payments Subject to Aggregate Excess:	<u>3,285,752.68</u>	Total Aggregate Experience:	<u>3,871,792.49</u>
		Plus IBNR-CFR Reserve:	387,179.25
Period Loss Fund:	0.00	Total:	4,258,971.74
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,285,752.68	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	93,531.83
Amount Due From Aggregate Carriers(s)	3,285,752.68		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2010 07/01/10 - 06/30/2011

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	1,143	0	1,143	1,100,848.04	25,232.66	0.00	0.00	1,126,080.70
Auto Physical	300,000	0	533	1	534	3,881.52	2,121.73	510.00	0.00	6,513.25
Errors/Omissions	300,000	0	26	2	28	170,538.68	173,989.16	5,000.00	990.00	350,517.84
General Liability	300,000	0	343	2	345	1,363,783.02	30,373.39	37,659.19	3,675.48	1,435,491.08
Property	300,000	0	21	0	21	97,933.75	4,080.60	0.00	0.00	102,014.35
Totals:			2,066	5	2,071	2,736,985.01	235,797.54	43,169.19	4,665.48	3,020,617.22

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,972,782.55	Total Incurred:	3,020,617.22
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>2,972,782.55</u>	Total Aggregate Experience:	<u>3,020,617.22</u>
		Plus IBNR-CFR Reserve:	302,061.72
Period Loss Fund:	0.00	Total:	3,322,678.94
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,972,782.55	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	99,699.44
Amount Due From Aggregate Carriers(s)	2,972,782.55		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2009 07/01/09 - 06/30/2010

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	636	1	637	953,380.85	28,140.20	26,497.00	815.47	1,008,833.52
Auto Physical	300,000	0	602	0	602	76,575.00	6,675.88	0.00	0.00	83,250.88
Errors/Omissions	300,000	0	16	0	16	374,190.41	24,119.90	0.00	0.00	398,310.31
General Liability	300,000	0	326	3	329	1,837,156.85	56,104.28	89,184.49	1,049.86	1,983,495.48
Property	300,000	0	47	0	47	84,756.73	12,429.74	0.00	0.00	97,186.47
Totals:			1,627	4	1,631	3,326,059.84	127,470.00	115,681.49	1,865.33	3,571,076.66

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,453,529.84	Total Incurred:	3,571,076.66
Less Payments Subject to Specific Excess:	341,951.14	Less Losses Excess of Specific Retention:	341,951.14
Total Payments Subject to Aggregate Excess:	3,111,578.70	Total Aggregate Experience:	3,229,125.52
		Plus IBNR-CFR Reserve:	322,912.55
Period Loss Fund:	0.00	Total:	3,552,038.07
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,111,578.70	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	96,840.29
Amount Due From Aggregate Carriers(s)	3,111,578.70		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2008 07/01/08 - 06/30/2009

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	383	1	384	1,011,587.98	14,379.74	31,197.68	0.00	1,057,165.40
Auto Physical	300,000	0	485	0	485	23,231.84	3,963.31	0.00	0.00	27,195.15
Errors/Omissions	300,000	0	26	1	27	500,535.43	19,747.39	5,000.00	2,650.00	527,932.82
General Liability	300,000	0	415	1	416	2,379,936.46	89,796.27	3,000.00	0.00	2,472,732.73
Property	300,000	0	27	0	27	74,242.94	1,167.61	0.00	0.00	75,410.55
Totals:			1,336	3	1,339	3,989,534.65	129,054.32	39,197.68	2,650.00	4,160,436.65

AGGREGATE EXCESS SUMMARY

Total Net Payments:	4,118,588.97	Total Incurred:	4,160,436.65
Less Payments Subject to Specific Excess:	516,981.52	Less Losses Excess of Specific Retention:	516,981.52
Total Payments Subject to Aggregate Excess:	<u>3,601,607.45</u>	Total Aggregate Experience:	<u>3,643,455.13</u>
		Plus IBNR-CFR Reserve:	364,345.51
Period Loss Fund:	0.00	Total:	4,007,800.64
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,601,607.45	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	174,982.94
Amount Due From Aggregate Carriers(s)	3,601,607.45		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2007 07/01/07 - 06/30/2008

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	357	0	357	694,514.86	18,979.40	0.00	0.00	713,494.26
Auto Physical	300,000	0	550	0	550	12,160.33	308.50	0.00	0.00	12,468.83
Errors/Omissions	300,000	0	15	1	16	168,954.02	31,778.68	28,915.64	31,587.47	261,235.81
General Liability	300,000	0	501	0	501	2,079,582.59	98,640.20	0.00	0.00	2,178,222.79
OTHER	300,000	0	3	0	3	241,481.15	0.00	0.00	0.00	241,481.15
Property	300,000	0	34	0	34	275,148.51	3,538.40	0.00	0.00	278,686.91
Totals:			1,460	1	1,461	3,471,841.46	153,245.18	28,915.64	31,587.47	3,685,589.75

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,625,086.64	Total Incurred:	3,685,589.75
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>3,625,086.64</u>	Total Aggregate Experience:	<u>3,685,589.75</u>
		Plus IBNR-CFR Reserve:	368,558.98
Period Loss Fund:	0.00	Total:	4,054,148.73
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,625,086.64	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	216,039.40
Amount Due From Aggregate Carriers(s)	3,625,086.64		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2006 07/01/06 - 06/30/2007

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	423	0	423	676,787.42	24,234.12	0.00	0.00	701,021.54
Auto Physical	300,000	0	497	0	497	20,745.33	2,574.91	0.00	0.00	23,320.24
Crime/Surety/Fidelity	300,000	0	1	0	1	30,392.49	0.00	0.00	0.00	30,392.49
Errors/Omissions	300,000	0	25	3	28	2,555,628.14	377,328.35	140,519.86	41,351.81	3,114,828.16
General Liability	300,000	0	551	0	551	1,243,791.05	47,869.63	0.00	0.00	1,291,660.68
OTHER	300,000	0	2	0	2	213,563.09	9,024.76	0.00	0.00	222,587.85
Property	300,000	0	31	0	31	63,749.27	2.60	0.00	0.00	63,751.87
Totals:			1,530	3	1,533	4,804,656.79	461,034.37	140,519.86	41,351.81	5,447,562.83

AGGREGATE EXCESS SUMMARY

Total Net Payments:	5,265,691.16	Total Incurred:	5,447,562.83
Less Payments Subject to Specific Excess:	1,433,827.64	Less Losses Excess of Specific Retention:	1,615,699.31
Total Payments Subject to Aggregate Excess:	<u>3,831,863.52</u>	Total Aggregate Experience:	<u>3,831,863.52</u>
		Plus IBNR-CFR Reserve:	383,186.35
Period Loss Fund:	0.00	Total:	4,215,049.87
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,831,863.52	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	106,053.03
Amount Due From Aggregate Carriers(s)	3,831,863.52		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2005 07/01/05 - 06/30/2006

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	191	1	192	684,508.25	83,637.68	55,687.14	8,989.96	832,823.03
Auto Physical	300,000	0	556	0	556	63,795.87	821.75	0.00	0.00	64,617.62
Errors/Omissions	300,000	0	8	0	8	231,461.28	11,077.70	0.00	0.00	242,538.98
General Liability	300,000	0	691	0	691	1,235,847.63	57,477.24	0.00	0.00	1,293,324.87
Property	300,000	0	17	0	17	467,056.62	1,577.69	0.00	0.00	468,634.31
Totals:			1,463	1	1,464	2,682,669.65	154,592.06	55,687.14	8,989.96	2,901,938.81

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,837,261.71	Total Incurred:	2,901,938.81
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>2,837,261.71</u>	Total Aggregate Experience:	<u>2,901,938.81</u>
		Plus IBNR-CFR Reserve:	290,193.88
Period Loss Fund:	0.00	Total:	3,192,132.69
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,837,261.71	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	58,951.19
Amount Due From Aggregate Carriers(s)	2,837,261.71		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2004 07/01/04 - 06/30/2005

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	264	0	264	951,066.42	47,641.78	0.00	0.00	998,708.20
Auto Physical	300,000	0	524	0	524	40,145.10	8,600.25	0.00	0.00	48,745.35
Errors/Omissions	300,000	0	13	0	13	96,337.24	38,078.96	0.00	0.00	134,416.20
General Liability	300,000	0	861	0	861	1,525,969.02	128,838.21	0.00	0.00	1,654,807.23
Property	300,000	0	14	0	14	100,165.86	16.30	0.00	0.00	100,182.16
Totals:			1,676	0	1,676	2,713,683.64	223,175.50	0.00	0.00	2,936,859.14

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,936,859.14	Total Incurred:	2,936,859.14
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>2,936,859.14</u>	Total Aggregate Experience:	<u>2,936,859.14</u>
		Plus IBNR-CFR Reserve:	293,685.91
Period Loss Fund:	0.00	Total:	3,230,545.05
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,936,859.14	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	52,343.36
Amount Due From Aggregate Carriers(s)	2,936,859.14		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2003 07/01/03 - 06/30/2004

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	326	0	326	1,059,360.12	220,860.91	0.00	0.00	1,280,221.03
Auto Physical	300,000	0	577	0	577	19,775.99	2,032.10	0.00	0.00	21,808.09
Errors/Omissions	300,000	0	16	0	16	283,001.28	82,830.23	0.00	0.00	365,831.51
General Liability	300,000	0	1,061	0	1,061	1,560,202.13	340,266.48	0.00	0.00	1,900,468.61
Property	300,000	0	15	0	15	44,775.96	6.60	0.00	0.00	44,782.56
Totals:			1,995	0	1,995	2,967,115.48	645,996.32	0.00	0.00	3,613,111.80

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,613,111.80	Total Incurred:	3,613,111.80
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>3,613,111.80</u>	Total Aggregate Experience:	<u>3,613,111.80</u>
		Plus IBNR-CFR Reserve:	361,311.18
Period Loss Fund:	0.00	Total:	3,974,422.98
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,613,111.80	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	51,402.90
Amount Due From Aggregate Carriers(s)	3,613,111.80		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2002 07/01/02 - 06/30/2003

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	228	0	228	691,309.44	195,877.00	0.00	0.00	887,186.44
Auto Physical	300,000	0	144	0	144	10,775.93	124.80	0.00	0.00	10,900.73
Errors/Omissions	300,000	0	29	0	29	129,162.00	122,153.70	0.00	0.00	251,315.70
General Liability	300,000	0	390	0	390	1,546,173.35	621,175.04	0.00	0.00	2,167,348.39
Property	300,000	0	15	0	15	8,689.54	6,961.43	0.00	0.00	15,650.97
Totals:			806	0	806	2,386,110.26	946,291.97	0.00	0.00	3,332,402.23

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,332,402.23	Total Incurred:	3,332,402.23
Less Payments Subject to Specific Excess:	62,860.33	Less Losses Excess of Specific Retention:	62,860.33
Total Payments Subject to Aggregate Excess:	<u>3,269,541.90</u>	Total Aggregate Experience:	<u>3,269,541.90</u>
		Plus IBNR-CFR Reserve:	326,954.19
Period Loss Fund:	0.00	Total:	3,596,496.09
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,269,541.90	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	45,785.18
Amount Due From Aggregate Carriers(s)	3,269,541.90		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2001 07/01/01 - 06/30/2002

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	234	0	234	707,384.13	125,851.27	0.00	0.00	833,235.40
Auto Physical	300,000	0	158	0	158	301.50	456.50	0.00	0.00	758.00
Errors/Omissions	300,000	0	16	0	16	178,500.00	54,493.64	0.00	0.00	232,993.64
General Liability	300,000	0	410	0	410	1,875,673.79	791,295.59	0.00	0.00	2,666,969.38
Property	300,000	0	10	0	10	338,040.00	0.00	0.00	0.00	338,040.00
Totals:			828	0	828	3,099,899.42	972,097.00	0.00	0.00	4,071,996.42

AGGREGATE EXCESS SUMMARY

Total Net Payments:	4,071,996.42	Total Incurred:	4,071,996.42
Less Payments Subject to Specific Excess:	348,646.43	Less Losses Excess of Specific Retention:	348,646.43
Total Payments Subject to Aggregate Excess:	<u>3,723,349.99</u>	Total Aggregate Experience:	<u>3,723,349.99</u>
		Plus IBNR-CFR Reserve:	372,335.00
Period Loss Fund:	0.00	Total:	4,095,684.99
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,723,349.99	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	61,306.84
Amount Due From Aggregate Carriers(s)	3,723,349.99		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 2000 07/01/00 - 06/30/2001

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	198	0	198	607,619.92	155,564.78	0.00	0.00	763,184.70
Auto Physical	300,000	0	157	0	157	8,647.79	1,828.74	0.00	0.00	10,476.53
Errors/Omissions	300,000	0	19	0	19	316,955.30	142,258.10	0.00	0.00	459,213.40
General Liability	300,000	0	374	0	374	1,734,074.91	811,595.02	0.00	0.00	2,545,669.93
Prof Liability	300,000	0	2	0	2	0.00	16,191.54	0.00	0.00	16,191.54
Property	300,000	0	7	0	7	0.00	0.75	0.00	0.00	0.75
Totals:			757	0	757	2,667,297.92	1,127,438.93	0.00	0.00	3,794,736.85

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,794,736.85	Total Incurred:	3,794,736.85
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>3,794,736.85</u>	Total Aggregate Experience:	<u>3,794,736.85</u>
		Plus IBNR-CFR Reserve:	379,473.69
Period Loss Fund:	0.00	Total:	4,174,210.54
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,794,736.85	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	74,979.31
Amount Due From Aggregate Carriers(s)	3,794,736.85		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1999 07/01/99 - 06/30/2000

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	202	0	202	700,542.83	59,576.74	0.00	0.00	760,119.57
Auto Physical	300,000	0	152	0	152	0.00	84.50	0.00	0.00	84.50
Errors/Omissions	300,000	0	24	0	24	730,804.79	329,028.32	0.00	0.00	1,059,833.11
General Liability	300,000	0	348	0	348	1,010,406.94	896,646.12	0.00	0.00	1,907,053.06
Property	300,000	0	16	0	16	1,395.00	2.00	0.00	0.00	1,397.00
Totals:			742	0	742	2,443,149.56	1,285,337.68	0.00	0.00	3,728,487.24

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,728,487.24	Total Incurred:	3,728,487.24
Less Payments Subject to Specific Excess:	262,905.41	Less Losses Excess of Specific Retention:	262,905.41
Total Payments Subject to Aggregate Excess:	<u>3,465,581.83</u>	Total Aggregate Experience:	<u>3,465,581.83</u>
		Plus IBNR-CFR Reserve:	346,558.18
Period Loss Fund:	0.00	Total:	3,812,140.01
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,465,581.83	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	77,892.96
Amount Due From Aggregate Carriers(s)	3,465,581.83		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1998 07/01/98 - 06/30/1999

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	282	0	282	625,263.39	159,414.46	0.00	0.00	784,677.85
Auto Physical	300,000	0	213	0	213	542.42	44.50	0.00	0.00	586.92
Errors/Omissions	300,000	0	18	0	18	149,283.58	182,963.49	0.00	0.00	332,247.07
General Liability	300,000	0	350	0	350	1,176,243.13	872,420.96	0.00	0.00	2,048,664.09
Property	300,000	0	19	0	19	50,334.28	4.40	0.00	0.00	50,338.68
Totals:			882	0	882	2,001,666.80	1,214,847.81	0.00	0.00	3,216,514.61

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,216,514.61	Total Incurred:	3,216,514.61
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>3,216,514.61</u>	Total Aggregate Experience:	<u>3,216,514.61</u>
		Plus IBNR-CFR Reserve:	321,651.46
Period Loss Fund:	0.00	Total:	3,538,166.07
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,216,514.61	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	113,737.98
Amount Due From Aggregate Carriers(s)	3,216,514.61		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1997 07/01/97 - 06/30/1998

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	211	0	211	582,083.94	140,689.41	0.00	0.00	722,773.35
Auto Physical	300,000	0	162	0	162	953.15	3,768.10	0.00	0.00	4,721.25
Errors/Omissions	300,000	0	14	0	14	86,000.00	57,799.49	0.00	0.00	143,799.49
General Liability	300,000	0	390	0	390	1,383,158.06	555,676.65	0.00	265.00	1,939,099.71
Property	300,000	0	21	0	21	81,891.10	7,663.86	0.00	0.00	89,554.96
Totals:			798	0	798	2,134,086.25	765,597.51	0.00	265.00	2,899,948.76

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,899,683.76	Total Incurred:	2,899,948.76
Less Payments Subject to Specific Excess:	65,840.04	Less Losses Excess of Specific Retention:	65,840.04
Total Payments Subject to Aggregate Excess:	<u>2,833,843.72</u>	Total Aggregate Experience:	<u>2,834,108.72</u>
		Plus IBNR-CFR Reserve:	283,410.87
Period Loss Fund:	0.00	Total:	3,117,519.59
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,833,843.72	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	60,971.73
Amount Due From Aggregate Carriers(s)	2,833,843.72		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1996 07/01/96 - 06/30/1997

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	233	0	233	2,890,851.64	217,727.11	0.00	0.00	3,108,578.75
Auto Physical	300,000	0	32	0	32	0.00	1,042.74	0.00	0.00	1,042.74
Employr Liability	300,000	0	2	0	2	0.00	27,930.08	0.00	0.00	27,930.08
Errors/Omissions	300,000	0	6	0	6	54,900.00	59,954.04	0.00	0.00	114,854.04
General Liability	300,000	0	646	0	646	2,104,636.31	727,138.61	0.00	0.00	2,831,774.92
Property	300,000	0	6	0	6	96,248.44	0.00	0.00	0.00	96,248.44
Totals:			925	0	925	5,146,636.39	1,033,792.58	0.00	0.00	6,180,428.97

AGGREGATE EXCESS SUMMARY

Total Net Payments:	6,180,428.97	Total Incurred:	6,180,428.97
Less Payments Subject to Specific Excess:	<u>1,349,402.92</u>	Less Losses Excess of Specific Retention:	<u>1,349,402.92</u>
Total Payments Subject to Aggregate Excess:	4,831,026.05	Total Aggregate Experience:	4,831,026.05
		Plus IBNR-CFR Reserve:	483,102.61
Period Loss Fund:	0.00	Total:	5,314,128.66
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	4,831,026.05	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	29,721.33
Amount Due From Aggregate Carriers(s)	4,831,026.05		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1995 07/01/95 - 06/30/1996

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	226	0	226	742,624.64	121,312.65	0.00	0.00	863,937.29
Auto Physical	300,000	0	39	0	39	2,274.00	0.00	0.00	0.00	2,274.00
Employr Liability	300,000	0	1	0	1	0.00	27,724.10	0.00	0.00	27,724.10
Errors/Omissions	300,000	0	33	0	33	642,057.18	319,359.97	0.00	0.00	961,417.15
General Liability	300,000	0	488	0	488	3,011,046.51	636,072.47	0.00	156.00	3,647,274.98
Property	300,000	0	11	0	11	17,000.00	5,382.48	0.00	0.00	22,382.48
Totals:			798	0	798	4,415,002.33	1,109,851.67	0.00	156.00	5,525,010.00

AGGREGATE EXCESS SUMMARY

Total Net Payments:	5,524,854.00	Total Incurred:	5,525,010.00
Less Payments Subject to Specific Excess:	<u>1,568,405.50</u>	Less Losses Excess of Specific Retention:	<u>1,568,405.50</u>
Total Payments Subject to Aggregate Excess:	3,956,448.50	Total Aggregate Experience:	3,956,604.50
		Plus IBNR-CFR Reserve:	395,660.45
Period Loss Fund:	0.00	Total:	4,352,264.95
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,956,448.50	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	23,467.39
Amount Due From Aggregate Carriers(s)	3,956,448.50		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1994 07/01/94 - 06/30/1995

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	220	0	220	1,202,308.78	159,790.62	0.00	0.00	1,362,099.40
Auto Physical	300,000	0	41	0	41	19,394.99	631.04	0.00	0.00	20,026.03
Employr Liability	300,000	0	2	0	2	0.00	110,597.74	0.00	0.00	110,597.74
Errors/Omissions	300,000	0	21	0	21	50,500.00	287,661.78	0.00	0.00	338,161.78
General Liability	300,000	0	560	0	560	1,575,892.91	721,731.85	0.00	25.00	2,297,649.76
Property	300,000	0	15	0	15	190,803.72	49,267.52	0.00	0.00	240,071.24
Totals:			859	0	859	3,038,900.40	1,329,680.55	0.00	25.00	4,368,605.95

AGGREGATE EXCESS SUMMARY

Total Net Payments:	4,368,580.95	Total Incurred:	4,368,605.95
Less Payments Subject to Specific Excess:	581,019.24	Less Losses Excess of Specific Retention:	581,019.24
Total Payments Subject to Aggregate Excess:	<u>3,787,561.71</u>	Total Aggregate Experience:	<u>3,787,586.71</u>
		Plus IBNR-CFR Reserve:	378,758.67
Period Loss Fund:	0.00	Total:	4,166,345.38
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,787,561.71	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	283,152.28
Amount Due From Aggregate Carriers(s)	3,787,561.71		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1993 07/01/93 - 06/30/1994

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	191	0	191	569,308.57	208,933.66	0.00	0.00	778,242.23
Auto Physical	300,000	0	48	0	48	14,634.35	237.30	0.00	0.00	14,871.65
Employr Liability	300,000	0	3	0	3	0.00	26,975.63	0.00	0.00	26,975.63
Errors/Omissions	300,000	0	23	0	23	78,995.00	79,698.97	0.00	0.00	158,693.97
General Liability	300,000	0	582	0	582	1,636,734.27	1,181,392.68	0.00	0.00	2,818,126.95
Property	300,000	0	9	0	9	738.33	4.50	0.00	0.00	742.83
Totals:			856	0	856	2,300,410.52	1,497,242.74	0.00	0.00	3,797,653.26

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,797,653.26	Total Incurred:	3,797,653.26
Less Payments Subject to Specific Excess:	871,258.34	Less Losses Excess of Specific Retention:	871,258.34
Total Payments Subject to Aggregate Excess:	2,926,394.92	Total Aggregate Experience:	2,926,394.92
		Plus IBNR-CFR Reserve:	292,639.49
Period Loss Fund:	0.00	Total:	3,219,034.41
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,926,394.92	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	62,075.10
Amount Due From Aggregate Carriers(s)	2,926,394.92		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1992 07/01/92 - 06/30/1993

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	180	0	180	405,713.89	91,426.52	0.00	0.00	497,140.41
Auto Physical	300,000	0	17	0	17	896.93	49.00	0.00	0.00	945.93
Employr Liability	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Errors/Omissions	300,000	0	15	0	15	139,500.00	68,555.90	0.00	0.00	208,055.90
General Liability	300,000	0	653	0	653	2,607,200.78	1,450,438.76	0.00	0.00	4,057,639.54
Property	300,000	0	76	0	76	296.73	412.60	0.00	0.00	709.33
Totals:			942	0	942	3,153,608.33	1,610,882.78	0.00	0.00	4,764,491.11

AGGREGATE EXCESS SUMMARY

Total Net Payments:	4,764,491.11	Total Incurred:	4,764,491.11
Less Payments Subject to Specific Excess:	<u>1,333,690.19</u>	Less Losses Excess of Specific Retention:	<u>1,333,690.19</u>
Total Payments Subject to Aggregate Excess:	3,430,800.92	Total Aggregate Experience:	3,430,800.92
		Plus IBNR-CFR Reserve:	343,080.09
Period Loss Fund:	0.00	Total:	3,773,881.01
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	3,430,800.92	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	12,571.08
Amount Due From Aggregate Carriers(s)	3,430,800.92		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1991 07/01/91 - 06/30/1992

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	159	0	159	416,427.54	107,220.80	0.00	0.00	523,648.34
Auto Physical	300,000	0	13	0	13	0.00	4.50	0.00	0.00	4.50
Errors/Omissions	300,000	0	9	0	9	482,500.00	223,633.50	0.00	0.00	706,133.50
General Liability	300,000	0	543	0	543	1,152,265.87	536,478.92	0.00	40.00	1,688,784.79
Prof Liability	300,000	0	1	0	1	0.00	13,665.89	0.00	0.00	13,665.89
Property	300,000	0	9	0	9	0.00	188.50	0.00	0.00	188.50
Totals:			734	0	734	2,051,193.41	881,192.11	0.00	40.00	2,932,425.52

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,932,385.52	Total Incurred:	2,932,425.52
Less Payments Subject to Specific Excess:	100,094.50	Less Losses Excess of Specific Retention:	100,094.50
Total Payments Subject to Aggregate Excess:	<u>2,832,291.02</u>	Total Aggregate Experience:	<u>2,832,331.02</u>
		Plus IBNR-CFR Reserve:	283,233.10
Period Loss Fund:	0.00	Total:	3,115,564.12
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,832,291.02	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	109,281.13
Amount Due From Aggregate Carriers(s)	2,832,291.02		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1990 08/01/90 - 06/30/1991

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	163	0	163	384,426.27	74,929.41	0.00	0.00	459,355.68
Auto Physical	300,000	0	4	0	4	0.00	0.00	0.00	0.00	0.00
Crime/Surety/Fidelity	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Errors/Omissions	300,000	0	9	0	9	-287.50	24,970.35	0.00	0.00	24,682.85
General Liability	300,000	0	615	0	615	718,458.32	380,869.17	0.00	0.00	1,099,327.49
Property	300,000	0	10	0	10	-3.50	6.30	0.00	0.00	2.80
Totals:			802	0	802	1,102,593.59	480,775.23	0.00	0.00	1,583,368.82

AGGREGATE EXCESS SUMMARY

Total Net Payments:	1,583,368.82	Total Incurred:	1,583,368.82
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>1,583,368.82</u>	Total Aggregate Experience:	<u>1,583,368.82</u>
		Plus IBNR-CFR Reserve:	158,336.88
Period Loss Fund:	0.00	Total:	1,741,705.70
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	1,583,368.82	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	6,799.30
Amount Due From Aggregate Carriers(s)	1,583,368.82		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1989 08/01/89 - 07/31/1990

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	213	0	213	446,230.68	260,344.36	0.00	0.00	706,575.04
Auto Physical	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Crime/Surety/Fidelity	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Errors/Omissions	300,000	0	4	0	4	26,250.00	15,887.06	0.00	0.00	42,137.06
General Liability	300,000	0	405	0	405	834,961.58	628,605.15	0.00	282.85	1,463,849.58
Property	300,000	0	2	0	2	21,607.30	0.00	0.00	0.00	21,607.30
Totals:			626	0	626	1,329,049.56	904,836.57	0.00	282.85	2,234,168.98

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,233,886.13	Total Incurred:	2,234,168.98
Less Payments Subject to Specific Excess:	3,667.44	Less Losses Excess of Specific Retention:	3,667.44
Total Payments Subject to Aggregate Excess:	<u>2,230,218.69</u>	Total Aggregate Experience:	<u>2,230,501.54</u>
		Plus IBNR-CFR Reserve:	223,050.15
Period Loss Fund:	0.00	Total:	2,453,551.69
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,230,218.69	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	9,534.60
Amount Due From Aggregate Carriers(s)	2,230,218.69		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1988 08/01/88 - 07/31/1989

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	158	0	158	238,226.16	102,018.92	0.00	0.00	340,245.08
Auto Physical	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Errors/Omissions	300,000	0	2	0	2	0.00	996.95	0.00	0.00	996.95
General Liability	300,000	0	531	0	531	1,020,758.81	488,216.94	0.00	0.00	1,508,975.75
Totals:			692	0	692	1,258,984.97	591,232.81	0.00	0.00	1,850,217.78

AGGREGATE EXCESS SUMMARY

Total Net Payments:	1,850,217.78	Total Incurred:	1,850,217.78
Less Payments Subject to Specific Excess:	32,462.32	Less Losses Excess of Specific Retention:	32,462.32
Total Payments Subject to Aggregate Excess:	<u>1,817,755.46</u>	Total Aggregate Experience:	<u>1,817,755.46</u>
		Plus IBNR-CFR Reserve:	181,775.55
Period Loss Fund:	0.00	Total:	1,999,531.01
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	1,817,755.46	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	10,514.11
Amount Due From Aggregate Carriers(s)	1,817,755.46		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1987 08/01/87 - 07/31/1988

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	155	0	155	1,099,179.65	106,464.84	0.00	0.00	1,205,644.49
Auto Physical	300,000	0	2	0	2	9,681.32	0.00	0.00	0.00	9,681.32
Errors/Omissions	300,000	0	2	0	2	0.00	33,881.82	0.00	0.00	33,881.82
General Liability	300,000	0	437	0	437	442,235.23	208,399.03	0.00	0.00	650,634.26
Property	300,000	0	3	0	3	20,133.48	0.00	0.00	0.00	20,133.48
Totals:			599	0	599	1,571,229.68	348,745.69	0.00	0.00	1,919,975.37

AGGREGATE EXCESS SUMMARY

Total Net Payments:	1,919,975.37	Total Incurred:	1,919,975.37
Less Payments Subject to Specific Excess:	429,677.21	Less Losses Excess of Specific Retention:	429,677.21
Total Payments Subject to Aggregate Excess:	1,490,298.16	Total Aggregate Experience:	1,490,298.16
		Plus IBNR-CFR Reserve:	149,029.82
Period Loss Fund:	0.00	Total:	1,639,327.98
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	1,490,298.16	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	3,234.10
Amount Due From Aggregate Carriers(s)	1,490,298.16		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1986 08/01/86 - 07/31/1987

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	181	0	181	435,532.12	113,308.89	0.00	0.00	548,841.01
Auto Physical	300,000	0	7	0	7	0.00	0.00	0.00	0.00	0.00
Errors/Omissions	300,000	0	1	0	1	1,346,729.08	171,734.15	0.00	0.00	1,518,463.23
General Liability	300,000	0	383	0	383	716,562.55	482,110.60	0.00	147.99	1,198,821.14
Totals:			572	0	572	2,498,823.75	767,153.64	0.00	147.99	3,266,125.38

AGGREGATE EXCESS SUMMARY

Total Net Payments:	3,265,977.39	Total Incurred:	3,266,125.38
Less Payments Subject to Specific Excess:	1,218,463.23	Less Losses Excess of Specific Retention:	1,218,463.23
Total Payments Subject to Aggregate Excess:	2,047,514.16	Total Aggregate Experience:	2,047,662.15
		Plus IBNR-CFR Reserve:	204,766.22
Period Loss Fund:	0.00	Total:	2,252,428.37
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	2,047,514.16	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	1,174.78
Amount Due From Aggregate Carriers(s)	2,047,514.16		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1985 08/01/85 - 07/31/1986

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	145	0	145	417,498.49	93,701.33	0.00	0.00	511,199.82
Auto Physical	300,000	0	5	0	5	2,334.10	2,605.90	0.00	0.00	4,940.00
Employr Liability	300,000	0	1	0	1	0.00	1,425.65	0.00	0.00	1,425.65
General Liability	300,000	0	474	0	474	527,072.27	392,412.03	0.00	0.00	919,484.30
Property	300,000	0	3	0	3	191,172.74	7,701.09	0.00	0.00	198,873.83
Totals:			628	0	628	1,138,077.60	497,846.00	0.00	0.00	1,635,923.60

AGGREGATE EXCESS SUMMARY

Total Net Payments:	1,635,923.60	Total Incurred:	1,635,923.60
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>1,635,923.60</u>	Total Aggregate Experience:	<u>1,635,923.60</u>
		Plus IBNR-CFR Reserve:	163,592.36
Period Loss Fund:	0.00	Total:	1,799,515.96
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	1,635,923.60	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	5,401.14
Amount Due From Aggregate Carriers(s)	1,635,923.60		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1984 08/01/84 - 07/31/1985

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	126	0	126	1,832,410.99	37,367.08	0.00	0.00	1,869,778.07
Auto Physical	300,000	0	2	0	2	0.00	0.00	0.00	0.00	0.00
Crime/Surety/Fidelity	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Errors/Omissions	300,000	0	3	0	3	31,000.00	20,496.93	0.00	0.00	51,496.93
General Liability	300,000	0	406	0	406	412,233.89	387,066.17	0.00	0.00	799,300.06
Totals:			538	0	538	2,275,644.88	444,930.18	0.00	0.00	2,720,575.06

AGGREGATE EXCESS SUMMARY

Total Net Payments:	2,720,575.06	Total Incurred:	2,720,575.06
Less Payments Subject to Specific Excess:	1,404,622.65	Less Losses Excess of Specific Retention:	1,404,622.65
Total Payments Subject to Aggregate Excess:	<u>1,315,952.41</u>	Total Aggregate Experience:	<u>1,315,952.41</u>
		Plus IBNR-CFR Reserve:	131,595.24
Period Loss Fund:	0.00	Total:	1,447,547.65
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	1,315,952.41	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	9,448.50
Amount Due From Aggregate Carriers(s)	1,315,952.41		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1983 08/01/83 - 07/31/1984

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	150	0	150	327,478.70	96,832.65	0.00	0.00	424,311.35
Auto Physical	300,000	0	13	0	13	816.86	109.60	0.00	0.00	926.46
Crime/Surety/Fidelity	300,000	0	3	0	3	766.56	88.00	0.00	0.00	854.56
General Liability	300,000	0	371	0	371	504,526.95	414,107.28	0.00	0.00	918,634.23
Property	300,000	0	1	0	1	0.00	0.00	0.00	0.00	0.00
Totals:			538	0	538	833,589.07	511,137.53	0.00	0.00	1,344,726.60

AGGREGATE EXCESS SUMMARY

Total Net Payments:	1,344,726.60	Total Incurred:	1,344,726.60
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>1,344,726.60</u>	Total Aggregate Experience:	<u>1,344,726.60</u>
		Plus IBNR-CFR Reserve:	134,472.66
Period Loss Fund:	0.00	Total:	1,479,199.26
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	1,344,726.60	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	6,774.40
Amount Due From Aggregate Carriers(s)	1,344,726.60		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1982 07/01/82 - 07/31/1983

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
General Liability	300,000	0	5	0	5	75,500.00	36,478.53	0.00	0.00	111,978.53
Totals:			<u>5</u>	<u>0</u>	<u>5</u>	<u>75,500.00</u>	<u>36,478.53</u>	<u>0.00</u>	<u>0.00</u>	<u>111,978.53</u>

AGGREGATE EXCESS SUMMARY

Total Net Payments:	111,978.53	Total Incurred:	111,978.53
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>111,978.53</u>	Total Aggregate Experience:	<u>111,978.53</u>
		Plus IBNR-CFR Reserve:	11,197.85
Period Loss Fund:	0.00	Total:	123,176.38
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	111,978.53	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	0.00
Amount Due From Aggregate Carriers(s)	111,978.53		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1981 07/01/81 - 06/30/1982

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	63	0	63	130,247.59	92,530.68	0.00	0.00	222,778.27
General Liability	300,000	0	176	0	176	612,111.71	389,940.96	0.00	0.00	1,002,052.67
Totals:			239	0	239	742,359.30	482,471.64	0.00	0.00	1,224,830.94

AGGREGATE EXCESS SUMMARY

Total Net Payments:	1,224,830.94	Total Incurred:	1,224,830.94
Less Payments Subject to Specific Excess:	59,329.46	Less Losses Excess of Specific Retention:	59,329.46
Total Payments Subject to Aggregate Excess:	<u>1,165,501.48</u>	Total Aggregate Experience:	<u>1,165,501.48</u>
		Plus IBNR-CFR Reserve:	116,550.15
Period Loss Fund:	0.00	Total:	1,282,051.63
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	1,165,501.48	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	22,414.60
Amount Due From Aggregate Carriers(s)	1,165,501.48		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1980 07/01/80 - 06/30/1981

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
Auto Liability	300,000	0	80	0	80	145,550.24	42,287.77	0.00	0.00	187,838.01
General Liability	300,000	0	169	0	169	251,526.00	404,672.34	0.00	0.00	656,198.34
Totals:			249	0	249	397,076.24	446,960.11	0.00	0.00	844,036.35

AGGREGATE EXCESS SUMMARY

Total Net Payments:	844,036.35	Total Incurred:	844,036.35
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>844,036.35</u>	Total Aggregate Experience:	<u>844,036.35</u>
		Plus IBNR-CFR Reserve:	84,403.64
Period Loss Fund:	0.00	Total:	928,439.99
Aggregate Limit:	0.00	Period Loss Fund:	0.00
Total Payments Excess Loss Fund:	844,036.35	Pro-Rata Loss Fund Ratio	0.00
Amount Received from Aggregate Carriers(s):	0.00	Total Non-Specific Claim Recoveries to Date:	2,343.25
Amount Due From Aggregate Carriers(s)	844,036.35		

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1979 09/01/79 - 06/30/1980

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
General Liability	300,000	0	159	0	159	401,345.55	190,654.67	0.00	0.00	592,000.22
Totals:			159	0	159	401,345.55	190,654.67	0.00	0.00	592,000.22

AGGREGATE EXCESS SUMMARY

Total Net Payments:	592,000.22	Total Incurred:	592,000.22
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>592,000.22</u>	Total Aggregate Experience:	<u>592,000.22</u>
Period Loss Fund:	0.00	Plus IBNR-CFR Reserve:	59,200.02
Aggregate Limit:	0.00	Total:	651,200.24
Total Payments Excess Loss Fund:	592,000.22	Period Loss Fund:	0.00
Amount Received from Aggregate Carriers(s):	0.00	Pro-Rata Loss Fund Ratio	0.00
Amount Due From Aggregate Carriers(s)	592,000.22	Total Non-Specific Claim Recoveries to Date:	0.00

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1976 11/01/76 - 10/31/1977

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
General Liability	300,000	0	161	0	161	39,423.51	9,436.80	0.00	0.00	48,860.31
Totals:			161	0	161	39,423.51	9,436.80	0.00	0.00	48,860.31

AGGREGATE EXCESS SUMMARY

Total Net Payments:	48,860.31	Total Incurred:	48,860.31
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>48,860.31</u>	Total Aggregate Experience:	<u>48,860.31</u>
Period Loss Fund:	0.00	Plus IBNR-CFR Reserve:	4,886.03
Aggregate Limit:	0.00	Total:	53,746.34
Total Payments Excess Loss Fund:	48,860.31	Period Loss Fund:	0.00
Amount Received from Aggregate Carriers(s):	0.00	Pro-Rata Loss Fund Ratio	0.00
Amount Due From Aggregate Carriers(s)	48,860.31	Total Non-Specific Claim Recoveries to Date:	0.00

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

**School Board of Broward County
Loss and Claim Experience
As of Date: 02/28/2017**

Report Criteria: Filter: Tier 1 Name = 'School Board of Broward County' and Client = 'School Board of Broward County' and Policy Set = 'Y' and Report Type = 'ST'

Group 1: Claim Year / Policy Dates is Claim Year 1975 11/01/75 - 10/31/1976

Coverage	Retention Level	Maint. Deduct	Closed Claims	Open Claims	Total Claims	Net Loss Paid to Date	Net Expense Paid to Date	Loss Reserve	Expense Reserve	Total Experience
General Liability	300,000	0	125	0	125	35,435.95	5,149.53	0.00	0.00	40,585.48
Totals:			125	0	125	35,435.95	5,149.53	0.00	0.00	40,585.48

AGGREGATE EXCESS SUMMARY

Total Net Payments:	40,585.48	Total Incurred:	40,585.48
Less Payments Subject to Specific Excess:	0.00	Less Losses Excess of Specific Retention:	0.00
Total Payments Subject to Aggregate Excess:	<u>40,585.48</u>	Total Aggregate Experience:	<u>40,585.48</u>
Period Loss Fund:	0.00	Plus IBNR-CFR Reserve:	4,058.55
Aggregate Limit:	0.00	Total:	44,644.03
Total Payments Excess Loss Fund:	40,585.48	Period Loss Fund:	0.00
Amount Received from Aggregate Carriers(s):	0.00	Pro-Rata Loss Fund Ratio	0.00
Amount Due From Aggregate Carriers(s)	40,585.48	Total Non-Specific Claim Recoveries to Date:	0.00

NOTE: Net Paid to Date = Total Payments Minus Non-(Specific Excess) Recoveries.

ATTACHMENT L

Workers' Compensation Affidavit

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT M

References



The School Board of Broward County, Florida
REFERENCES

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 2 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 3 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 4 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 5 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

ATTACHMENT N

Statement of “No Response”

ATTACHMENT N, 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
 Procurement & Warehousing Services Department
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

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

Comments:

Signature: _____ Date: _____