

**CONTRACT REVIEW CHECKLIST**

**CONTRACT TYPE:** Service Provider

**SUBJECT:** Project known as: Insurance Broker/Agent: All Lines (RFP160297LKD)  
Between Lee County and Risk Management Associates Inc dba Public Risk Insurance Agency

**Reference:** Department Director approval: N/A  
County Administrator approval: N/A

**Reference:** Board action approving contract/agreement RFP160297LKD (Purchase Order to be issued by dept.)  
Board Date: 09/06/2016 Agenda Item No.: 13

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement *Project Sponsoring Department*

       Recommendation to execute  
       Not recommending execution for the following reason(s):

Date received: \_\_\_\_\_ Date returned/forwarded: \_\_\_\_\_  
Signed: \_\_\_\_\_

2016 SEP - 7 AM 8:36  
RECEIVED BY  
LEE CO. ATTORNEY

(2) **By Procurement Management:**

Recommending execution  
       Not recommending execution for the following reason(s):

Date received: 09/06/2016 Date returned/forwarded: 09/06/2016  
Signed: *[Signature]*

SEP 6 PM 2:16

(3) **By the Risk Management**

Recommending execution  
       Not recommending execution for the following reason(s)

Date received: Sept 6, 2016 Date returned/forwarded: Sept 7, 2016  
Signed: *[Signature]*

(4) **By the County Attorney:**

Recommending execution  
       Not recommending execution for the following reason(s)

Date received: 9-7-16 Date returned/forwarded: 9-8-16  
Signed: *[Signature]*

(5) **Board**

(6) **Clerk's Office, Minutes Department**

(7) **Procurement Management**

CD 09-08-2016 2016 SEP - 8 PM 1:44

RECEIVED  
MINUTES OFFICE

**AGREEMENT FOR  
RFP160297LKD Insurance Broker/Agent: All lines**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Risk Management Associates Inc d/b/a/ Public Risk Insurance Agency (PRIA)**, a Florida corporation authorized to do business in the State of Florida, 220 Ridgewood Avenue, Suite 210, Daytona Beach, FL 32114, and whose Federal tax identification number is 59-2445801, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase Insurance Broker/Agent: All lines from the Vendor in connection with "RFP160297LKD Insurance Broker/Agent: All lines" (the "Purchase"); and,

**WHEREAS**, the County issued a solicitation, RFP160297LKD on June 10, 2016; and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary Insurance Broker/Agent: All lines; and,

**WHEREAS**, the County posted a Notice of Intended Decision Proposal Action on July 22, 2016; and,

**WHEREAS**, the VENDOR has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of RFP160297LKD, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for three years with an option to renew for one additional three year term upon mutual agreement.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to RFP160297LKD, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

#### **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

Any change or substitution to the Vendor's key personnel as provided in the Vendor's proposal submission must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

#### **XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

#### **XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

#### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If

this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

#### **XIV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.



- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representative:

Name:	<u>Matthew Montgomery</u>	Name:	<u>Mike Figueroa</u>
Title:	<u>Executive Vice President</u>	Title:	<u>Risk Program Manager</u>
Address:	<u>220 S. Ridgewood Ave</u> <u>Suite 210</u> <u>Daytona Beach, FL 32114</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902-</u> <u>0398</u>
Telephone:	<u>386-239-7245</u>	Telephone:	<u>(239) 533-2310</u>
Facsimile:	<u>386-239-4049</u>	Facsimile:	<u>(888) 242-3233</u>
E-mail:	<u>mmontgomery@</u> <u>bbpria.com</u>	E-Mail:	<u>mfigueroa@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  1. Agreement
  2. County's Purchase Order
  3. RFP160297LKD
  4. Vendor's Submittal in Response to RFP160297LKD

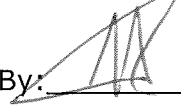
[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**Risk Management Associates Inc.,  
d/b/a Public Risk Insurance Agency  
(PRIA)**

Signed By: 

Signed By: 

Print Name: Michelle Martin

Print Name: Matthew Montgomery

Title: Executive vice President

Date: 9-2-16

**LEE COUNTY**

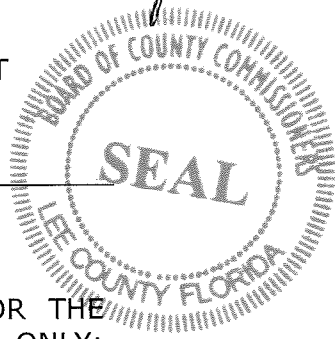
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY:   
CHAIR

DATE: 9-8-16

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY:   
DEPUTY CLERK



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY:   
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

Vendor shall provide

These services will be provided in accordance with the solicitation documents and proposal submission for RFP160297LKD by the vendor.

**SCOPE OF BROKER/AGENT SERVICES include, but are not limited to:**

The contracted insurance agent to provide insurance agent services and will be expected to provide the following services:

- a. Coordinate with the Risk Manager to assure that up-to-date exposure data is incorporated into issuance of newly purchased policies.
- b. Issue and deliver valid and timely binders for insurance policies purchased by the County. Assure that insurance policies being purchased will be delivered in accordance with the proposal(s) that were negotiated and/or accepted by the County.
  - i. Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the County.
  - ii. Immediately correct policy deficiencies before delivery to the County.
  - iii. Promptly deliver the policies to the County. If any deficiencies from the accepted proposal remain, provide a timeline for their resolution to the satisfaction of the County.
- c. Promptly and accurately process insurance policy endorsements and other change requests as needed.
- d. Coordinate loss control/safety services desired by the County that are available from the insurers whose policies were purchased through the agent.
- e. Assist the County in filing claims with insurers from whom the County has purchased policies through the agent.
- f. Be available for risk management meetings with the County, as desirable during the year.
- g. Issue Certificates of Insurance, as may be required by the County.
- h. Monitor and notify the County of major developments regarding the insurance industry or the County's insurers or policies that may affect the County.
- i. Respond to coverage or other insurance policy questions as may be presented by the County.
- j. At least annually, review with the Risk Manager the premium/claims history of the County for the policies purchased.
- k. Coordinate with the County about 120 to 150 days prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.
- l. Present renewal pricing and policy changes to the County about 100 days before renewal.
- m. If permitted by the County, market coverages with other insurers, and deliver to the County a listing of all companies contacted, detailed spreadsheets of all proposals received and all rejection letters.
- n. Deliver renewal policies timely and fully disclose insurance policy premiums. Permit the County to conduct an audit of all fees, costs, or compensation attributable to the County's account and to fully cooperate with persons designated by the County to perform such audit.

# EXHIBIT B FEE SCHEDULE

The following chart provides an overview of the services provided to the County

LEE COUNTY  
2016 PROPERTY CASUALTY  
RFP#160297LKD Insurance Broker/Agent: All Lines

Item	Year 1	Year 2	Year 3	Original Year 4	Original Year 5	Original Year 6
1. Firm	LEE COUNTY SOLICITATION # RFP#160297LKD	LEE COUNTY SOLICITATION # RFP#160297LKD	LEE COUNTY SOLICITATION # RFP#160297LKD	LEE COUNTY SOLICITATION # RFP#160297LKD	LEE COUNTY SOLICITATION # RFP#160297LKD	LEE COUNTY SOLICITATION # RFP#160297LKD
2. Address	228 S. Redwood Avenue, Suite 210 Daytona Beach, FL 32114	228 S. Redwood Avenue, Suite 210 Daytona Beach, FL 32114	228 S. Redwood Avenue, Suite 210 Daytona Beach, FL 32114	228 S. Redwood Avenue, Suite 210 Daytona Beach, FL 32114	228 S. Redwood Avenue, Suite 210 Daytona Beach, FL 32114	228 S. Redwood Avenue, Suite 210 Daytona Beach, FL 32114
3. City, State, Zip	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114
4. Phone Number	(386) 256-4148	(386) 256-4148	(386) 256-4148	(386) 256-4148	(386) 256-4148	(386) 256-4148
5. E-mail	insurance@leepr.com	insurance@leepr.com	insurance@leepr.com	insurance@leepr.com	insurance@leepr.com	insurance@leepr.com
6. Website	www.leepr.com	www.leepr.com	www.leepr.com	www.leepr.com	www.leepr.com	www.leepr.com
7. Street address	228 S. Redwood Avenue, Suite 210	228 S. Redwood Avenue, Suite 210	228 S. Redwood Avenue, Suite 210	228 S. Redwood Avenue, Suite 210	228 S. Redwood Avenue, Suite 210	228 S. Redwood Avenue, Suite 210
8. City/State/Zip	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114	Daytona Beach, FL 32114
9. Agency/Representative	Lee County	Lee County	Lee County	Lee County	Lee County	Lee County
10. Number of Years with Present Firm	26	26	26	26	26	26
11. Number of Public Entities Served	2	2	2	2	2	2
12. Number of Public Entities Served in Florida	Yes	Yes	Yes	Yes	Yes	Yes
13. Number of Public Entities Served Outside Florida	Yes	Yes	Yes	Yes	Yes	Yes
14. Commitment to Property & Aggregate Reinsurance	Yes	Yes	Yes	Yes	Yes	Yes
15. Years in Business	27 Years (PFLA - 24)	27 Years (PFLA - 24)	27 Years (PFLA - 24)	27 Years (PFLA - 24)	27 Years (PFLA - 24)	27 Years (PFLA - 24)
16. What Florida office will service Lee County?	Daytona Beach	Daytona Beach	Daytona Beach	Daytona Beach	Daytona Beach	Daytona Beach
17. Number of Public Entities Served in Florida	2	2	2	2	2	2
18. Number of Public Entities Served Outside Florida	2	2	2	2	2	2
19. Number of Florida County Clients Served	2	2	2	2	2	2
20. Number of Florida County Clients Served Outside Florida	2	2	2	2	2	2
21. Annual Revenues and Underwriting Results	\$1,000,000 PFLA - 1,000,000 SOLIC - 1,000,000	\$1,000,000 PFLA - 1,000,000 SOLIC - 1,000,000	\$1,000,000 PFLA - 1,000,000 SOLIC - 1,000,000	\$1,000,000 PFLA - 1,000,000 SOLIC - 1,000,000	\$1,000,000 PFLA - 1,000,000 SOLIC - 1,000,000	\$1,000,000 PFLA - 1,000,000 SOLIC - 1,000,000
22. Other Services Offered to Clients/Agents	Insurance of Drivers 23-26, 27-30 13 Years 13 Years 2001-2002, 2015 18 Years 18 Years 2001-2002, 2015 21 Years 21 Years 2001-2002, 2015 1 Year 1 Year 1 Year	Insurance of Drivers 23-26, 27-30 13 Years 13 Years 2001-2002, 2015 18 Years 18 Years 2001-2002, 2015 21 Years 21 Years 2001-2002, 2015 1 Year 1 Year 1 Year	Insurance of Drivers 23-26, 27-30 13 Years 13 Years 2001-2002, 2015 18 Years 18 Years 2001-2002, 2015 21 Years 21 Years 2001-2002, 2015 1 Year 1 Year 1 Year	Insurance of Drivers 23-26, 27-30 13 Years 13 Years 2001-2002, 2015 18 Years 18 Years 2001-2002, 2015 21 Years 21 Years 2001-2002, 2015 1 Year 1 Year 1 Year	Insurance of Drivers 23-26, 27-30 13 Years 13 Years 2001-2002, 2015 18 Years 18 Years 2001-2002, 2015 21 Years 21 Years 2001-2002, 2015 1 Year 1 Year 1 Year	Insurance of Drivers 23-26, 27-30 13 Years 13 Years 2001-2002, 2015 18 Years 18 Years 2001-2002, 2015 21 Years 21 Years 2001-2002, 2015 1 Year 1 Year 1 Year
23. Types of Licenses	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30
24. Years Serving Large Commercial Accounts	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
25. Years Serving Large Commercial Accounts in Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
26. Years Serving Large Commercial Accounts Outside Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
27. Number of Public Entities Served	2	2	2	2	2	2
28. Types of Licenses	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30
29. Years Serving Large Commercial Accounts	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
30. Years Serving Large Commercial Accounts in Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
31. Years Serving Large Commercial Accounts Outside Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
32. Types of Licenses	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30	23-26, 27-30
33. Years Serving Large Commercial Accounts	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
34. Years Serving Large Commercial Accounts in Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
35. Years Serving Large Commercial Accounts Outside Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
36. Years of Serving Public Entities	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
37. Years of Serving Public Entities in Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
38. Years of Serving Public Entities Outside Florida	13 Years	13 Years	13 Years	13 Years	13 Years	13 Years
39. Total FTR Fee	\$100,000*	\$100,000*	\$100,000*	\$100,000*	\$100,000*	\$100,000*
40. Number of Years Firm/Client Contracted	4 Years	4 Years	4 Years	4 Years	4 Years	4 Years
41. *FTR Fee Commission in Addition to Fee per FTR Fee						

# EXHIBIT B FEE SCHEDULE

Form 719 - Solicitation Form 2011 of 2

LEF COUNTY  
2014 PROPERTY CASUALTY

RFP160297LKD BUREAU OF FIRE-ARM, AIRLINE

Item	<p>Rock Management Accountant, Inc. aka Public Risk Management Accountant</p> <p>Support agency in Florida specializing in public liability and insurance programs. Insurance services and insurance programs. Insurance liability solutions and risk control services.</p>	<p>Rock Management Accountant, Inc. aka Public Risk Management Accountant</p> <p>Support agency in Florida specializing in public liability and insurance programs. Insurance services and insurance programs. Insurance liability solutions and risk control services.</p>	<p>Rock Management Accountant, Inc. aka Public Risk Management Accountant</p> <p>Support agency in Florida specializing in public liability and insurance programs. Insurance services and insurance programs. Insurance liability solutions and risk control services.</p>	<p>Rock Management Accountant, Inc. aka Public Risk Management Accountant</p> <p>Support agency in Florida specializing in public liability and insurance programs. Insurance services and insurance programs. Insurance liability solutions and risk control services.</p>	<p>Rock Management Accountant, Inc. aka Public Risk Management Accountant</p> <p>Support agency in Florida specializing in public liability and insurance programs. Insurance services and insurance programs. Insurance liability solutions and risk control services.</p>
41	<p>Are you willing to respond in situations described?</p> <p>Yes _____ No _____</p> <p>Reference:</p> <p>Public County BOCC Public County BOCC Public County BOCC Standard County BOCC</p>	<p>Are you willing to respond in situations described?</p> <p>Yes _____ No _____</p> <p>Reference:</p> <p>Public County BOCC Public County BOCC Public County BOCC Standard County BOCC</p>	<p>Are you willing to respond in situations described?</p> <p>Yes _____ No _____</p> <p>Reference:</p> <p>Public County BOCC Public County BOCC Public County BOCC Standard County BOCC</p>	<p>Are you willing to respond in situations described?</p> <p>Yes _____ No _____</p> <p>Reference:</p> <p>Public County BOCC Public County BOCC Public County BOCC Standard County BOCC</p>	<p>Are you willing to respond in situations described?</p> <p>Yes _____ No _____</p> <p>Reference:</p> <p>Public County BOCC Public County BOCC Public County BOCC Standard County BOCC</p>

Continuation

Page 14

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Standard Insurance Requirements with  
Professional Liability**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident  
\$100,000 disease limit  
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

\*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

### **Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**End of section**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 M. Decker Youngman	<b>CONTACT NAME:</b> LAURIE KOHLER #16025A <b>PHONE (A/C, No, Ext):</b> 386-239-7242 <b>FAX (A/C, No):</b> 386-323-9159 <b>E-MAIL ADDRESS:</b> lkohler@bbdaytona.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Prop &amp; Cas of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity</td> <td>25658</td> </tr> <tr> <td>INSURER C: XL Specialty Ins Inc.</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop & Cas of Amer	25674	INSURER B: Travelers Indemnity	25658	INSURER C: XL Specialty Ins Inc.	37885	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Travelers Prop & Cas of Amer	25674													
INSURER B: Travelers Indemnity	25658													
INSURER C: XL Specialty Ins Inc.	37885													
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> BROWN & BROWN INC ETAL PUBLIC RISK INSURANCE AGENCY P O BOX 2412 DAYTONA BEACH, FL 32115														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		TC2JGLSA9527B87416	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2JCAP9527B86216	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB9517B58016	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				TRKUB9518B76116	01/01/2016	01/01/2017	
C	INS AGENTS E&O			ELU13729716	01/01/2016	01/01/2017	LIMIT 20,000,000 AGGREGATE 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: RFP160297LKD INSURANCE BROKER/AGENT  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY PER FORM CG D2 48 08 05.

<b>CERTIFICATE HOLDER</b>  LEECBPM  LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FT MYERS, FL 33902	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--