



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

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## **Request for Proposals**

Project Name: Agent/Brokers, Self-Insurance Funds and Direct  
Writing Insurers for Property and Casualty  
Insurance

RFP #: 2020014

RFP Opening Date: **December 3, 2019**

RFP Opening Time: **2:00 P.M.**

**All submittals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late submittals will be not be accepted or considered.**

**Refer All Questions to:**  
[purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## REQUEST FOR PROPOSALS

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Notice is hereby given that the Indian River County Board of County Commissioners is requesting proposals from qualified firms for:

**RFP # 2020014**

Agent/Brokers, Self-Insurance Funds and Direct Writing Insurers for Property and Casualty Insurance

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Room B1-301, Vero Beach, Florida 32960 by 2:00 p.m. Tuesday, December 3, 2019. Late submittals will not be accepted or considered.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

**PURCHASING MANAGER**  
INDIAN RIVER COUNTY

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**Published: Saturday, November 2, 2019 on Demandstar and [www.ircgov.com](http://www.ircgov.com)**

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**Statement of No Bid/Proposal**

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Should you elect not to respond, please complete and send this page by email ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960.

Please select all of the following that apply.

Our decision not to bid on the subject project was based on:

- ☐ Project is located too far from our base of operations
- ☐ Project value too low
- ☐ Project specifications unclear (please explain below)
- ☐ Material availability may be a challenge
- ☐ Our current schedule will not allow us to perform
- ☐ Unable to meet insurance requirements
- ☐ Other:
- ☐ Other:

General comments regarding the bid and/or plans and specifications:

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## Scope of Services

### 1. GENERAL INFORMATION AND BACKGROUND

Indian River County ("County") is requesting proposals from agent/brokers, self-insured trust funds or direct writing insurers ("Proposers") to obtain commercial property, boiler and machinery/equipment breakdown, crime, data and privacy liability, inland marine/watercraft hull and protection and indemnity, terrorism, excess general liability, excess automobile liability and physical damage, excess public official's liability and excess workers' compensation and employer's liability insurance.

The County intends to award one or two contracts as a result of this solicitation under the following tentative timetable:

DATE	DESCRIPTION
November 2, 2019	RFP advertised
November 22, 2019	Deadline for questions from proposers
December 3, 2019 2:00 p.m.	Proposal due
December 18, 2019 – time to be announced	Initial selection committee meeting/ranking of proposers
January 7, 2020 (if determined to be necessary by the committee)	Interviews with Proposers and Final Evaluation Committee Meeting and Scoring
<b>Phase 2</b>	<b>Top two ranked Proposers</b>
February 4, 2020	Assignment of Markets and distribution of <b>Request for Submittals for Insurance Coverages ("RFS") to two top ranked Proposers</b>
March 3, 2020 by 2:00 p.m.	RFS Due
March 12, 2020 – time to be determined	Selection committee meeting
April 2020	BOCC approval of Insurance Coverages/Broker selection and sample agreement
May 1, 2020	Effective date of new program(s)

### **BACKGROUND**

Indian River County was established on June 29, 1925 by an act of the Legislature, separating it from St. Lucie County. The County encompasses approximately 497 square miles of land and is located in the central region of Florida on the eastern coast. In relation to other areas, Indian River County is approximately 135 miles north of Miami, 190 miles south of Jacksonville, and 135 miles east of St. Petersburg. Brevard County borders the County on the north, St. Lucie County is located directly south, and Osceola and Okeechobee Counties are found on the west boundary. Bordering the County on the east is the Atlantic Ocean. The City of Vero Beach is the seat of County government. The largest municipality within the County is the City of Sebastian. Other incorporated cities located within the County are Fellsmere, Indian River Shores and the Town of Orchid in descending order of population. There are approximately 100 miles of waterfront land in the County, including 23 miles of Atlantic beaches. The 2010 Census placed the population of Indian River County at 138,028, an increase of 22.2% over the 2000 Census total of 112,947. Most of the population growth was attributable to new residents settling in the area. The estimated population for 2019 was 148,962, which represents a 7.9% increase since 2010. Population of the County has more than quadrupled since 1960. It is anticipated that the population growth will remain steady during the next few years.

The County's insurance program is currently being managed by Arthur J. Gallagher Risk Management Services, Inc. Current property values are in excess of \$350,000,000 and are currently undergoing an appraisal update. Current estimated workers compensation payroll is \$77,940,168.

Constitutional officers included in the County's insurance program are the Sheriff, Tax Collector, Property Appraiser, Clerk and Supervisor of Elections, however; the Sheriff's police liability and automobile liability/physical damage coverages are separately maintained by the Sheriff and are not included in this remarketing process.

#### **DESCRIPTION OF CURRENT PROGRAM**

<b><u>Coverage/Service</u></b>	<b><u>Insurer/Provider</u></b>	<b><u>Term</u></b>	<b><u>Cost*</u></b>
Primary Property	Westchester Fire Insurance Co.	05/01/19-20	\$440,004
Primary Property	National Fire & Marine Insurance Co.	05/01/19-20	\$137,504
Primary Property	Lloyd's (AmRisc)	05/01/19-20	\$194,666
Primary Property	Lloyd's (Beazley)	05/01/19-20	\$102,704
Primary Property	Endurance American Specialty Insurance Co.	05/01/19-20	\$102,704
Primary Property	Ironshore Specialty Insurance Co.	05/01/19-20	\$107,504
Excess Property	Landmark American Insurance Co.	05/01/19-20	\$63,204
Excess Property	Evanston Insurance Co.	05/01/19-20	\$30,192
Excess Property	Ironshore Specialty Insurance Co.	05/01/19-20	\$32,504
Excess Property	Landmark American Insurance Co.	05/01/19-20	\$116,004
Inland Marine	Markel American Insurance Co.	05/01/19-20	\$67,193
Boiler and Machinery / Equipment Breakdown	Travelers Property Casualty Company of America	05/01/18-21	\$10,742
Crime	Massachusetts Bay Insurance Co.	05/01/18-21	\$5,005
Data and Privacy Liability	National Union Fire Insurance Co.	05/01/19-20	\$27,522
Terrorism	Underwriters at Lloyds, London	05/01/19-20	\$26,535
Excess Liability Package	Lloyds – BRIT Syndicate	05/01/19-20	\$151,000
Excess Workers' Compensation	Safety National Insurance Co.	05/01/19-20	\$171,468
Watercraft Hull/Protection and Indemnity	Great American Insurance Co. of NY	05/01/19-20	\$7,808
General Liability (Church Parking Lot Premises)	Nautilus Insurance Co.	05/01/19-20	\$1,788

<u>Coverage/Service</u>	<u>Insurer/Provider</u>	<u>Term</u>	<u>Cost*</u>
Firefighters' Cancer Benefits			TBD
* Cost is premium before surcharges and fees.			

#### **ROLE OF CONSULTANT**

Siver Insurance Consultants ("Siver") has been retained by the County as independent risk and insurance management consultants. Siver acts solely in its capacity as consultants. Siver does not participate in commissions from any insurance company, agent or broker, nor does it accept any income from other than its clients.

#### **RFS TO BE PROVIDED**

After the initial ranking of firms, the County will provide the two top ranked Proposers with a Request for Submittals for Insurance Coverages (RFS) which will provide the basis upon which all proposals are to be made. The RFS will provide a detailed description of the coverage and services desired, as well as that exposure and loss data which is reasonably available.

#### **MARKET SELECTION AND ASSIGNMENTS**

Proposers are asked to identify preferred insurance company markets (by the full insurer name, group name and insurer's A.M. Best number) for each line of coverage on the Proposer Overview and Submittal Form provided for that purpose. Intermediaries and wholesalers are not insurance company markets.

The County retains the right to assign insurance company markets to prequalified agent/brokers, self-insurance funds and direct writing insurers, based on preferences identified in the submittal form, or alternatively; based upon RFP rankings, or other processes as determined may be in the County's best interest.

Incumbent markets may automatically be assigned to the incumbent agent providing that agent is among those prequalified by the County and that incumbent agent indicates those incumbent markets as their first choices on the Insurance Market Preference form. See the Description of Current Program in this section of this RFP for a schedule of current insurers. The incumbent agent may select markets other than the incumbent insurers as their first choices and, in that case, if those other markets are assigned to that agent, the incumbent markets may be available to other prequalified agents.

Proposers (other than insurers who will propose on a direct basis) attempting to reserve or actually reserve markets in advance of the County's publication of the final RFP may be disqualified.

It will be acceptable at any time for Proposers to discuss the County's desires with potential insurers, and to obtain indications of insurer willingness to submit proposals, but no commitments are to be obtained, because other interested parties may be contacting the same markets.

## 2. SPECIFIC SERVICES REQUIRED

### SCOPE OF SERVICES

A Request for Submittals for Insurance Coverages (RFS) is being developed by the County and Siver for the placement of the County's insurance coverage, and will include a detailed description of the current property and casualty insurance program to be remarketed by the two top ranked proposers. Most, if not all, of the County's coverage will be initially placed on the basis of the RFS prepared by the County and Siver. However, the two top ranked proposers will be expected to review the County's insurance program and offer constructive commentary and recommendations for modification with their specific proposals in response to the RFS.

The successful agent/broker, self-insurance fund or direct writing insurer(s) selected as a result of the RFS will be expected to provide the normal range of professional services available from agent/brokers, self-insurance funds or direct writing insurers providing coverage and/or agent/broker services to governments of similar size to the County.

The following are some of the specific services which will be required:

### PLACEMENT AND INSURANCE MANAGEMENT SERVICES

The successful Proposer(s) will:

- Design and market a Property/Casualty Insurance Program that is acceptable to the County. As appropriate and/or at the County's request, provide submissions for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.
- Coordinate with County staff to assure that up-to-date exposure data is incorporated into specifications and issued policies.
- Issue and deliver valid and timely binders (prior to the effective date of coverage) for insurance policies purchased by the County. Review binders for accuracy. Immediately request corrections if issued binders are not delivered in accordance with the submission(s).
- Assure that insurance policies being purchased will be delivered in accordance with the submission(s) that were negotiated and/or accepted by the County.
  - Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the County.
  - Immediately correct policy deficiencies before delivery to the County.
  - Promptly deliver the policies to the County within 30 days of policy inception. If policies are not issued within 30 days of policy inception, follow up with the insurer/wholesaler at least twice per 30 days for receipt of the policy. If any deficiencies from the accepted submission remain, provide a timeline for their resolution to the satisfaction of the County.

- Promptly and accurately process insurance policy endorsements and other change requests as needed.
- Be available to attend up to four risk management meetings per year with the County, as they may be scheduled, and be willing to attend additional meetings if needed.
- Monitor and notify the County of major developments regarding the insurance industry or the County's insurers or policies that may affect the County.
- Respond to coverage or other insurance policy questions as may be presented by the County.
- At least annually, present to County staff a written review, with the premium/claims history of the County, for the policies purchased.
- 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.
- Present renewal pricing and policy changes to the County at a minimum of 45 days before renewal or at a time agreed upon with the County.
- Obtain proposals from additional insurance markets and provide them to the County with a listing of all companies contacted, detailed spreadsheets of all submissions received and all rejection letters.
- Provide the County with Probable Maximum Loss ("PML") studies.
- Provide final, written renewal submissions to the County on a schedule agreed upon with the County to allow for review of renewals at appropriate County meetings.
- Promptly provide rating data, premium/claims history and other information at the request of the County.
- Fully disclose insurance policy premiums, commissions or all other remuneration, including that of intermediaries, received for the sale of such policies.
- Permit the County to conduct an audit of all remuneration/revenues attributable to the County's account and to fully cooperate with persons designated by the County to perform such audit.

#### LOSS CONTROL SERVICES

- Develop, with the County's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials. Provide, at a minimum, quarterly reporting detailing the loss control activities and results.

CLAIMS ADVOCACY

- Participate in claims review meetings to ensure accuracy of reserves and effective claims management.
- Coordinate claim information with designated adjusters.
- Assist with emergency procedures and disaster planning.
- Assist with claim and coverage disputes.

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## Proposal Instructions

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### Minimum Qualifications

Only Proposers meeting the following minimum qualifications will be considered:

- a. The service team members shall be appropriately licensed to conduct business in the State of Florida;
- b. Proposers shall have experience placing a property insurance program with a minimum of Total Insured Values (TIVs) in the State of Florida in excess of \$150,000,000 at any time since May 1, 2015; and
- c. Proposers shall have experience placing casualty coverages for, at minimum, one Florida government at any time since May 1, 2015.

### Selection Criteria

#### 1. Broker Qualifications

Each Proposer must designate a Project Team consisting of not more than six individuals. Project Teams should only consist of members who will: a. Have primary responsibility in the design, placement, implementation or service of the County's package coverage, AND, b. be directly available to the County and its staff, either by phone or, at the option of the County, in person at the County's offices in Vero Beach, Florida.

When designating the specific members of the Project Team, Proposers should include both members whose primary responsibilities would be design and placement of the County's coverage and those other members, whose primary responsibilities would be to administer the program, including the providing of loss prevention and other services.

The relevant experience of the Designated Project Team, since May 1, 2015, as illustrated by the breadth and quality of services provided by the individual members of the Designated Project Team with respect to the design, placement, implementation, and servicing of Florida counties and other Florida government insurance programs, will be considered.

Relevant Florida County experience may be given more weight in the evaluation process than County experience in other states or other government experience.

Other Experience – In addition to relevant government experience as described above, the County will consider other experience, since May 1, 2015, of the members of the Designated Project Team illustrating the scope of their experience with respect to the placement and servicing of insurance for others.

Staff Qualifications – The professional qualifications of the members of the Proposer's Designated Project Team.

#### 2. Fee Proposal

Fees and commissions for marketing activity and any services to be provided throughout the year with respect to the County's insurance program.

### 3. Company Qualifications/References

The County will consider the Proposer's ability to provide the required services, their compliance with provisions requested in the RFP and their conceptual submittal regarding management of the program and recommended innovations.

Other Resources – The resources and capabilities within the firm, including safety/loss control, claims management, management information, and reporting capabilities.

References – The County will evaluate references supplied for capability and capacity of performance.

**Initial Ranking Criteria:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Broker Qualifications	30
2. Fee Proposal	35
3. Company Qualifications/References	35
<b>TOTAL</b>	<b>100</b>

## Proposal Instructions

**Information to Be Submitted:** Submit one marked original and five (5) copies. Submittals must include and are requested to be organized as follows:

- a. Proposer Overview and Submittal Form
- b. A description of the extent your firm is willing and able to provide all of the services required by the County.
- c. Proposal Pricing Form
- d. Fully completed Reference Form for each of the projects which provide evidence of your firm's Minimum Government Experience as defined in the Minimum Qualifications and your firm's Other Relevant Experience as defined in the Evaluation Criteria.
- e. A description of the other resources and capabilities within your firm, with special emphasis on safety and loss control, including a resume of the safety/loss control specialists(s).
- f. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- g. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- h. Certification Regarding Lobbying

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
  1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:

1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
  5. After interviews (if interviews are held), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
  - d. The two top ranked Proposers will be invited to complete a Request for Submittals for Insurance Coverages (RFS), based on needs identified by the County and Siver. These will be provided with a due date and subsequently reviewed by the committee, with a final ranking of firms and recommendation for distribution of products developed.
  - e. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
  - f. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

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## General Instructions

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**Cone of Silence.** Potential respondents and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Proposer's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

**Opening Location:** Submittals must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

**Submission:** Submit one marked original and five (5) copies of your proposal. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

**Confidential or Trade Secret Information:** Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that the County requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the responder agrees to indemnify and hold the County and its commissioners, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful vendor and will be filled out by the County.

**Indemnification:** The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

**Public Access:** The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the

public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer 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. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract 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 systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Proposers are hereby notified 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Scrutinized Companies Lists:** The proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return

this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**Local Preference:** Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

**Energy Policy and Conservation Act** – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Regulations:** It shall be the responsibility of the Proposer to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Proposer as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Proposers will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Proposer, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

**Applicable Law and Venue:** This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn

statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Cancellation:** It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

**Errors:** When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

**Right to Protest:** Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Awards:** The County reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Proposer agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance Requirements:** Prior to commencement of services for the County, the successful Proposer shall be required to obtain and maintain without interruption until completion of all services for the County, the insurance as outlined below. The successful Proposer agrees to furnish a fully completed certificate of insurance naming the Indian River County Board of County Commissioners and its members, officers, employees, and agents as additional insureds on the General Liability insurance, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

**A. Workers' Compensation/Employer's Liability Insurance.** Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident

\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

**B. General Liability Insurance.** Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Silica, asbestos or lead
- Terrorism
- Sexual Molestation

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 2,000,000	Personal and Advertising Injury
\$ 2,000,000	Each Occurrence

The Indian River County Board of County Commissioners and its agents, officers, elected officials and employees shall be included as an additional insured on a form no more restrictive than the most recent version of ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

**C. Automobile Liability Insurance.** Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of services for the Indian River County Board of County Commissioners. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000	Each Occurrence – Bodily Injury and Property Damage Combined
--------------	--

**D. Professional Liability Insurance.** Such insurance shall be on a form acceptable to the County and shall cover the Proposer for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services for the Indian River County Board of County Commissioners including any liability arising under a hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Coverage may be subject to a deductible not to exceed \$25,000 per claim. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000	Each Claim/Annual Aggregate
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**E. Cyber and Privacy Liability Insurance.** Such insurance shall be on a form acceptable to the County and shall cover, at a minimum, the following: Data Loss and System Damage Liability, Security Liability, Privacy Liability, and Privacy/Security Breach Response Coverage, including Notification Expenses.

Such Cyber Liability coverages must be provided on an occurrence form or, if on a claims made form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000      Each Claim/Annual Aggregate

**F. Notice of Cancellation.** All policies of insurance providing the insurance required under this Section must be endorsed to provide that the County shall be given no less than thirty (30) days' prior written notice prior to any cancellation of such policies. In addition, the successful Proposer(s) shall furnish the County with copies of actual endorsements, as issued on the policies and signed by an authorized representative of the insurer(s), providing that the required notice of cancellation will be provided to the County.

**G. Qualification of Proposer's Insurers.** Insurers providing the insurance required by this Agreement for Proposer must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under the Florida Statutes.

In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

**H. Insurance Primary and Non-Contributory.** The insurance provided by the Proposer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Indian River County Board of County Commissioners. Any insurance, or self-insurance, maintained by the Indian River County Board of County Commissioners shall be excess of, and shall not contribute with, the insurance provided by the Proposer.

**I. Proposer's Insurance as Additional Remedy.** Compliance with these insurance requirements shall not limit the liability of the Proposer. Any remedy provided to the Indian River County Board of County Commissioners by the insurance provided by the Proposer shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Proposer) available to the Indian River County Board of County Commissioners.

**J. No Waiver by Approval/Disapproval.** Neither approval nor failure to disapprove insurance furnished by the Proposer shall relieve the Proposer from responsibility to provide insurance as required by these Insurance Requirements.

**Non-Exclusive Rights:** The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The County reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

**Sub-Contracts:** Nothing contained in this specification will be construed as establishing any contractual relationship between any Subcontractor(s) and the County.

The Proposer(s) will be fully responsible to the County for the acts and omissions of the Subcontractors(s) and their employees.

After award of contract, any changes in subcontractors prior County written approval.

**Sample Contract:** A draft contract for services has been included in the exhibits. Respondents must indicate if they will agree to the terms of this contract and note any sections to which they will require deviations.

**Conflict with Specimen Contracts:** Unless specifically noted to the contrary on the appropriate Submittal Form, the submission of a specimen contract with a submittal shall not constitute notice of the respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of a specimen copy shall be deemed to be an offer in at least full compliance with the RFP, and the respondent expressly agrees to reform said contract or policy to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a specimen copy shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the County beyond that required by the RFP.

**Joint Submittal:** In the event multiple Proposers submit a joint submittal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint submittal, Prime Proposer must include the name and address of all parties of the joint submittal. 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 County 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. The County 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.

**Advertising:** In submitting a submittal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the County.

**Signed Submittal Considered an Offer:** This signed submittal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the County. In case of a default on the part of the Proposer after such acceptance, the County may take such action as it deems appropriate including legal action for damages or specific performance.

**Contract Variances and Exceptions:** Proposer shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this submittal. Use additional sheets if needed.

**Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.**

PROPOSER OVERVIEW AND SUBMITTAL

1. Proposer Overview

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Proposal Contact Name		Phone	
Title		Email	
Address of Primary Office			
to Support County			

2. The following addenda are hereby acknowledged:

Addendum Number	Date
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

3. Description of the firm (national, regional or local); size and structure:

**4. DESIGNATED PROJECT TEAM**

Indicate the name, office address, telephone number and fax number of those individuals of your firm who, in accordance with the Proposal Instructions, will be members of the Designated Project Team if your firm is selected as a prequalified agent/broker. Identify the job title for the work that individual will do for the County.

Name/Job Title:	Address:
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	Fax: <hr/>
	E-mail: <hr/>
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**5. PRINCIPAL ACCOUNT EXECUTIVE(S)**

Each firm shall assign a specific individual as a Principal Account Executive for design and placement of the County’s Program and a specific individual (who can be the same individual) as a Principal Account Executive for the administration of the program after placement. Indicate below the specific individual(s), whom you have identified as a member of your Designated Project Team who will serve as the Principal Account Executive(s):

\_\_\_\_\_ – Design and Placement

\_\_\_\_\_ – Administration of the Program after Placement

**6. QUALIFICATIONS OF PROPOSER TO MEET MINIMUM QUALIFICATION REQUIREMENTS**

Applicable Only to Agent/Brokers

Indicate the name and office address of that representative of the firm holding a Florida resident agent license for Property and Casualty coverage:

Qualification Under Florida Law –

Name: \_\_\_\_\_ Office Address: \_\_\_\_\_

Applicable Only to Direct Writing Insurers and Self-Insurance Funds

Financial Integrity/Stability – Provide your firm’s latest Best’s Rating and Financial Size Category according to A. M. Best Company. \_\_\_\_\_

If your firm is not Best Rated answer or provide the following:

- A. For how many years has your firm been a qualified group self-insurance fund in the State of Florida? \_\_\_\_\_
- B. What is your firm’s surplus according to the last audited financial statement?  
\_\_\_\_\_
- C. Attach to your submittal the last audited financial statement issued by a certified public accountant, dated no earlier than 18 months prior to the due date of the submittals.

Minimum Experience

Provide evidence of your firm's Minimum Experience as defined in the Minimum Qualifications provision in the Proposal Instructions.

- A. All brokers shall be licensed to conduct business in the State of Florida.

Attach the proper license as documentation for all brokers.

- B. Demonstrate experience with a Florida property insurance program with a minimum TIV in excess of \$150,000,000 at any time since May 1, 2015.

Client Reference:\_\_\_\_\_

Please complete reference form for this client.

- C. Demonstrate experience placing a casualty insurance program for one Florida government at any time since May 1, 2015.

Client Reference:\_\_\_\_\_

Please complete reference form for this client.

**7. ADDITIONAL QUALIFICATIONS OF PROPOSER**

A. References – Provide completed copies of the Reference Form found on page 25 for each of the projects which would provide evidence of your firm's Relevant Government Experience or Other Relevant Experience as defined in the Evaluation Criteria.

B. Staff Qualifications – Provide resumes with the following minimum information for the Principal Account Executive(s) and each member of the Designated Project Team, as listed in items 4 and 5 of this form:

Name of Member:

Office Address & Telephone Number:

Formal Education (Year Graduated, Name of College, Degree/Major, Honors)

Licenses Maintained in Florida

Years of Commercial Lines Experience (All States or Florida)

Professional Designations

Professional Memberships

Employment History

Current Job Responsibilities

Expected Job Responsibilities for the County's Insurance Program

Other Relevant Data

C. Other Resources and Capabilities – Attach a description of the other resources and capabilities within your firm that would be available to the County, including safety and loss control, claims management, management information and reporting capabilities, and other services. Special emphasis should be placed on safety and loss control.

**8. APPROACH TO REQUIRED SERVICES**

Please provide detail regarding your firm's ability to provide the required services as described in the Scope of Services section of this RFP.

Please provide conceptual submittal regarding management of program and recommended innovations.

**9. REFERENCE FORM**

Agent/Broker, Self-Insurance Fund  
or Direct Writing Insurer: \_\_\_\_\_

Name of Client: \_\_\_\_\_

Address of Client: \_\_\_\_\_

Property Total  
Insurable Values: \_\_\_\_\_

Person with Client  
To Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years of Coverage:      From \_\_\_\_\_      To \_\_\_\_\_

Insurance Coverage Included:  
\_\_\_\_\_  
\_\_\_\_\_

Members of Designated Project Team who had primary responsibilities with this Client:

_____	_____
_____	_____
_____	_____

Description of services provided by members of the Designated Project Team:

**10. DEVIATIONS FROM PROVISIONS**

Detail any exceptions you have to the scope of services or sample agreement. No other exceptions to the terms and conditions of the RFP will be considered.

**11. INSURANCE MARKET PREFERENCES**

Agent/Brokers, Self-Insurance Funds or Direct Writing Insurers must identify, in order of preference, those insurance markets they would like to be assigned, for each line of coverage, if short listed in accordance with this RFP. Although the numbering sequence is limited, additional insurers may be listed.

#	Insurer Name	Insurer Group or Fleet Name	A.M. Best Number
<b>COMMERCIAL PROPERTY INCLUDING BUSINESS INTERRUPTION</b> (Preferred Primary Markets Should Be Ranked First)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
<b>INLAND MARINE</b>			
1.			
2.			
3.			
4.			
5.			
<b>WATERCRAFT HULL/PROTECTION AND INDEMNITY</b>			
1.			
2.			
3.			
4.			
5.			
<b>CRIME</b>			
1.			
2.			
3.			
4.			
5.			
<b>DATA AND PRIVACY LIABILITY</b>			
1.			
2.			

#	Insurer Name	Insurer Group or Fleet Name	A.M. Best Number
3.			
4.			
EXCESS GENERAL LIABILITY			
1.			
2.			
3.			
4.			
5.			
EMT LIABILITY			
1.			
2.			
3.			
4.			
5.			
EXCESS AUTOMOBILE LIABILITY			
1.			
2.			
3.			
4.			
5.			
AUTOMOBILE PHYSICAL DAMAGE			
1.			
2.			
3.			
4.			
5.			
EXCESS PUBLIC OFFICIALS LIABILITY & EMPLOYMENT LIABILITIES			
1.			
2.			
3.			
4.			
5.			
EXCESS WORKERS' COMPENSATION			
1.			
2.			
3.			

#	Insurer Name	Insurer Group or Fleet Name	A.M. Best Number
4.			
5.			

**12. WARRANTY**

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

- A. The undersigned is an authorized representative of the firm, and has submitted the answers and data on behalf of the firm;
- B. This submittal is offered in full compliance with the Minimum Qualifications set forth in the Proposal Instructions section;
- C. The firm authorizes the County, its staff and consultants to contact any of the references provided in this submittal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this submittal;
- D. The undersigned had carefully reviewed all of the answers and data provided in this submittal on behalf of the firm, and, after specific inquiry, believes all of the answers and data to be true and correct;
- E. The undersigned acknowledges receipt of the following addenda [indicate addenda numbers or, if applicable, none] \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Typed Name of Firm

\_\_\_\_\_  
Date

**PROPOSAL PRICING – RFP #2020014 for Agent/Brokers, Self-Insurance Funds and Direct Writing Insurers for Property and Casualty Insurance**

Proposer submits the following prices for the work described in this solicitation:

**REMUNERATION**

Agent/Brokers, Self-Insurance Funds and Direct Writing Insurers (collectively referred to as Agent/Brokers in this section of the RFP) are asked to state the amount and describe how they and any intermediaries expect to be remunerated for placement of the insurance and for their services. Failure to disclose in your submission how remuneration will be charged/received will be considered non-responsive.

The remuneration should be all inclusive of marketing activity and any services to be provided throughout the year with respect to the County’s property and casualty insurance program.

If there are any variables or exceptions, explain thoroughly. For example, if any services require a fee instead of a commission, disclose which services, and the fee to be charged.

Full disclosure and transparency is desired for all transactions, including contingency commissions and commissions or other remuneration paid to/earned by intermediaries, including wholesaler remuneration, whether the wholesaler is related to the submitting firm or not. Be specific about arrangements that may involve contingency commissions, overrides based on total book of business, loss ratios, etc.

**FEE SUBMITTAL**

The following outlines the compensation to be provided to Agent/Broker over the term of this Agreement:

SERVICE		COST: FLAT ANNUAL FEE
Property and Casualty Agent/Broker Insurance Services	2020/2021	\$ _____
	2021/2022	\$ _____
	2022/2023	\$ _____
	2023/2024	\$ _____

Costs and expenses associated with travel and expenses incurred by Agent/Broker in the performance of duties performed in the performance of its obligations in this Agreement shall be the sole responsibility of Agent/Broker.

**COMPENSATION TO INTERMEDIARIES**

Agent/Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent, managing general underwriter or reinsurance broker) for the placement of the County's insurance. The compensation received by the insurance intermediary for placement is to be no more than the following stated percentage, in addition to above Agent/Broker compensation:

<b>SERVICE</b>	<b>COST: PERCENTAGE OF ANNUAL PREMIUM</b>
Property Insurance Placements: London/Int'l Based Intermediaries	No more than an average of: _____%
Property Insurance Placements: U.S. Based Intermediaries	No more than an average of: _____%
All Other Insurance Placements	Per full disclosure by Broker and agreement by the County but no more than _____%
Ancillary Insurance Placements	Per full disclosure by Broker and agreement by the County but no more than _____%

**AGREEMENT TO SPECIFIC CONTRACTUAL TERMS**

Agent/Broker will also be asked to agree to the following contractual terms with regard to compensation. Agent/Broker is asked to indicate its willingness to agree to such terms and note any exceptions to the stated terms at this time. Note that for the purposes of the excerpts below, Agent/Broker is referred to as "BROKER":

**CONTINGENT COMMISSIONS**

"Neither BROKER nor any affiliate of BROKER will accept any commissions or consideration, directly or indirectly, from any insurance company, underwriter, or other entity or individual (other than as defined in this Attachment) that is paid or given on account of a certain volume or type of business being placed with any particular carrier, including payments commonly referred to as contingent commissions, if the insurance purchased by the COUNTY with respect to the Scope of Services is considered as part of such volume or type (collectively the "Contingent Commissions"). BROKER shall promptly disclose to the COUNTY all Contingent Commissions. It is the intent of the parties that BROKER never receive, in the aggregate, more than the compensation set forth above from all sources in connection with the performance of the Scope of Services."

We will \_\_\_\_/will not \_\_\_\_ agree to the above language if selected. If your answer is that you “will not” agree, please note reasons for exception to above language in the space provided below:

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#### DISCLOSURE/TRANSPARENCY

“Any and all sources of compensation, whether direct or indirect, including but not limited to fees, commissions and return premiums, received by BROKER and any affiliated and unaffiliated wholesaler/intermediary as it relates to this Agreement will be fully disclosed to the COUNTY in the proposal of insurance for each line of coverage. In the event an unaffiliated wholesaler/intermediary is unwilling to disclose their compensation, BROKER will note the exception and discuss alternatives with the COUNTY and only continue to utilize said wholesaler/intermediary with the COUNTY’s prior knowledge and approval. All compensation arrangements are to be disclosed annually by line coverage in each proposal in the assurance of voluntary disclosure form which will be provided to the COUNTY prior to any placement of insurance.”

We will \_\_\_\_/will not \_\_\_\_ agree to the above language if selected. If your answer is that you “will not” agree, please note reasons for exception to above language in the space provided below:

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#### MISCELLANEOUS COMPENSATION TERMS

“Premiums, as used in this agreement, does not include taxes, loss funds, inspection fees, assessments or other similar fees.

Where applicable, insurance coverage placements which BROKER makes on COUNTY’s behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, COUNTY is responsible for the payment of such taxes and/or fees, which will be identified separately by BROKER on invoices covering these placements.

Costs and expenses associated with travel and expenses incurred by BROKER in the performance of duties performed in the performance of its obligations in this Agreement shall be the sole responsibility of BROKER.”

We will \_\_\_\_/will not \_\_\_\_ agree to the above language if selected. If your answer is that you “will not” agree, please note reasons for exception to above language in the space provided below:

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

(     )     -

Phone

Date Signed

E-mail

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**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF  
RELATIONSHIPS**

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**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2020014  
for Agent/Brokers, Self-Insurance Funds and Direct Writing Insurers for Property and  
Casualty Insurance
  
2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)  
  
whose business address is:  
  
\_\_\_\_\_  
  
and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_
  
3. My name is \_\_\_\_\_  
(Please print name of individual signing)  
  
and my relationship to the entity named above is \_\_\_\_\_
  
4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:  
  
The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
  
5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:  
  
Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.
  
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_  
\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

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**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

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**(This form MUST be submitted with your response)**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

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

---

**CERTIFICATION REGARDING LOBBYING**


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Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

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## Sample Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between: INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter, "COUNTY,") and \_\_\_\_\_ (hereinafter, "BROKER").

WHEREAS, COUNTY issued a Request for Proposals and addenda, identified as RFP 2020014 (hereinafter collectively "RFP"), which is incorporated by reference herein, for the purpose of receiving submittals for Property and Casualty Insurance Broker Services; and

WHEREAS, BROKER offered a response to RFP 2020014 (hereinafter "Proposal") and subsequent Request for Submittals for Insurance Coverages (hereinafter "RFS"), which are incorporated by reference herein; and

WHEREAS, subsequent to receipt of the Submittal and Proposal by COUNTY, COUNTY and BROKER (hereinafter "the Parties") entered into negotiations, which were memorialized by correspondence or other documents (hereinafter collectively "Negotiations"), which are incorporated by reference herein; and

WHEREAS, BROKER desires to provide and COUNTY desires to receive Property and Casualty Insurance Broker Services as described under the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and conditions set forth herein, the parties agree as follows:

### ARTICLE 1 – RECITALS

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

### ARTICLE 2 – TERM OF AGREEMENT

2.1 Term of Agreement. This Agreement is effective as of 12:01 a.m., May 1, 2020 and will continue until 12:01 a.m., May 1, 2021. The term of the AGREEMENT may, by mutual agreement by COUNTY and BROKER, be extended for up to three additional one-year periods.

### ARTICLE 3 - COMPENSATION OF BROKER

See Attachment B.

### ARTICLE 4 – GENERAL CONDITIONS

4.1 Scope of Services.

See Attachment A.

4.2 Notice of Termination or Adverse Change.

4.2.1 Notice by BROKER. BROKER shall give valid written notice to COUNTY at least one hundred and eighty (180) days prior to cancellation, non renewal, or restriction of BROKER's obligations under this Agreement. The written notice of cancellation, non renewal, or restriction of BROKER's obligations under this Agreement shall be delivered by certified mail to:

Risk Manager  
Indian River County Board of County Commissioners  
1800 27th Street  
Vero Beach, FL 32960

4.2.2 Notice by COUNTY. This Agreement may be canceled at any time at the request of COUNTY with thirty (30) days prior written notice to BROKER stating when thereafter cancellation is to be effective.

4.2.3 Refund of Fees After Termination. In the event of termination of this Agreement for whatever reason, the earned fees shall be computed on a pro rata basis without penalty and BROKER shall refund to COUNTY the excess of paid fees or other consideration that were received by BROKER within thirty (30) days from the date of termination.

4.2.4 TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: BROKER certifies that it and those related entities of BROKER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, BROKER certifies that it and those related entities of BROKER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

COUNTY may terminate this Contract if BROKER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

COUNTY may terminate this Contract if BROKER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

4.3 Agreement – Document Priority. In the event of a conflict among the terms of this Agreement, the RFP and BROKER's responses to the RFP and RFS, this agreement shall prevail.

4.4 Hold Harmless/Indemnification.

4.4.1 BROKER agrees to indemnify, hold harmless and defend COUNTY, its agents, officers, elected officials, 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 COUNTY, their agents, officers, elected officials 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 BROKER, its agents, servants or employees; the

equipment of BROKER, its agents, servants or employees while such equipment is on premises owned or controlled by COUNTY; or the negligence or other culpability of BROKER or the negligence or other culpability of BROKER's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including COUNTY's property, and injury or death of any person whether employed by BROKER, COUNTY or otherwise.

4.4.2 BROKER agrees that BROKER's obligation to hold harmless and defend an indemnitee under Section 4.4 with respect to a claim, judgment, cost, or expense resulting from bodily injury, personal injury, or damage to tangible property, caused in whole or in part by BROKER, its agents, servants or employees, shall apply whether or not the claim, judgment, cost, or expense is due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or other sole culpability of the indemnitee.

4.4.3 Any remedy provided to an indemnitee by this Section 4.4 shall be in addition to and not in lieu of any other remedy available to the indemnitee under this Agreement or otherwise.

4.5 BROKER Insurance Requirements.

4.5.1 Evidence of Insurance.

4.5.1.1 Certificate of Insurance. BROKER shall furnish COUNTY with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to COUNTY, signed by an authorized representative of the insurer(s) providing all of the coverages required herein.

4.5.1.2 Additional Insured Endorsement. In addition, as evidence of the required Additional Insured status for COUNTY on the Commercial General Liability insurance, BROKER shall furnish COUNTY with a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s), verifying inclusion of COUNTY, its agents, officers, elected officials, and employees as Additional Insureds in the Commercial General Liability coverage.

4.5.1.3 Notice of Cancellation. All policies of insurance providing the insurance required under this Section 4.5, must be endorsed to provide that COUNTY shall be given no less than thirty (30) days' prior written notice prior to any cancellation of such policies. In addition, BROKER shall furnish COUNTY with copies of the actual endorsements, as issued on the policies and signed by an authorized representative of the insurer(s), providing that the required notice of cancellation will be provided to COUNTY.

4.5.1.4 Renewal/Replacement Evidence. Until such time as the insurance is no longer required to be maintained by BROKER, BROKER shall provide COUNTY with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4.5.1.5 Copies of Policies. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to COUNTY, if requested by COUNTY, BROKER shall, within thirty (30) days after receipt of a written request from COUNTY, provide COUNTY with a certified copy or certified copies of the policy or policies providing the coverage required by this Section 4.5. BROKER may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Section 4.5.

4.5.2 Qualification of BROKER’s Insurers.

4.5.2.1 Insurers providing the insurance required by this Agreement for BROKER must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

4.5.2.2 In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

4.5.2.3 If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as BROKER has knowledge of any such failure, BROKER shall immediately notify COUNTY and immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until BROKER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, BROKER shall be in default of this Agreement.

4.5.3 Description of BROKER Required Insurance.

4.5.3.1 Workers’ Compensation and Employer’s Liability Insurance. Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements other than those which are required by the State of Florida. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease - Policy Limit
	\$ 1,000,000	Disease - Each Employee

4.5.3.2 Commercial General Liability Insurance. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Silica, asbestos or lead
- Terrorism
- Sexual Molestation

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 2,000,000	Personal and Advertising Injury
\$ 2,000,000	Each Occurrence

COUNTY and its members, officers, employees, and agents shall be included as an additional insured on a form no more restrictive than the most recent version of ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

4.5.3.3 Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000      Each Occurrence - Bodily Injury and Property  
Damage Combined

4.5.3.4 Professional Liability Insurance. Such insurance shall be on a form acceptable to COUNTY and shall cover BROKER for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within four years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000      Each Claim/Annual Aggregate

The Professional Liability Insurance required under this Section may be subject to a deductible not to exceed \$25,000 per claim.

4.5.3.5 Cyber and Privacy Liability Insurance. Such insurance shall be on a form acceptable to the COUNTY and shall cover, at a minimum, the following: Data Loss and System Damage Liability, Security Liability, Privacy Liability, and Privacy/Security Breach Response Coverage, including Notification Expenses.

Such Cyber Liability coverages must be provided on an occurrence form or, if on a claims made form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000      Each Claim/Annual Aggregate

4.5.4 BROKER's Insurance Primary and Non-Contributory. The insurance provided BROKER Company shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by COUNTY or its members, officers, employees, and agents. Any insurance, or self-insurance, maintained by COUNTY shall be excess of, and shall not contribute with, the insurance provided by BROKER.

4.5.5 Self-Insurance, Deductibles or Self-Insured Retentions. Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by BROKER shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, COUNTY may, at their sole discretion, permit the application of a deductible or permit BROKER to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement.

However, no such self-insurance, deductible or self-insured retention will be allowed unless and until BROKER has received prior written approval from COUNTY to use such self-insurance, deductible or self-insured retention. In addition, BROKER shall pay on behalf of COUNTY or COUNTY's member, officer, official or employee any self-insurance, deductible or self-insured retention applicable to a claim against COUNTY or COUNTY's member, officer, official or employee. The agreement by COUNTY to allow the use of any such self-insurance, deductible or self-insured retention shall be subject to periodic review by COUNTY. If, at any time, COUNTY deems that the continued use of the self-insurance, deductible or self-insured retention by AJG should not be permitted, COUNTY may, upon 60 days' written notice to AJG, require AJG to eliminate, replace, or modify the self-insurance, deductible or self-insured retention, at no additional cost to COUNTY, in a manner satisfactory to COUNTY.

4.5.6 BROKER's Insurance as Additional Remedy. Compliance with these insurance requirements shall not limit the liability of BROKER. Any remedy provided to COUNTY by the insurance provided by BROKER shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of BROKER) available to COUNTY under this Agreement or otherwise.

4.5.7 No Waiver by COUNTY Approval/Disapproval. Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Agreement.

4.6 Compliance With Laws, Rules, And Regulations. BROKER is responsible for full and complete compliance with all laws, rules, and regulations, including those of the Florida Department of Financial Services, which may be applicable to it. Failure or inability on the part of BROKER to comply with such laws, rules, and regulations shall not relieve BROKER from its obligation to perform completely in accordance with this Agreement.

#### 4.7 *Public Records Compliance*

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The BROKER shall comply with Florida's Public Records Law. Specifically, the BROKER shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 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 for the duration of the contract term and following completion of the contract if the BROKER does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the BROKER or keep and maintain public records required by the County to perform the service. If the BROKER transfers all public records to the County upon completion of the contract, the BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the BROKER keeps and maintains public records upon completion of the contract, the BROKER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the

Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

**C. Failure of the BROKER to comply with these requirements shall be a material breach of this Agreement.**

4.8 **BROKER Is Independent Contractor.** The Parties agree that BROKER is engaged to perform services under this Agreement as an independent contractor, and not as an agent, of COUNTY.

4.9 **Entire Agreement.** This Agreement 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, or incorporated by reference 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.

4.10 **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.

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

4.12 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida. This section will survive the termination of this Agreement regardless of the cause giving rise to such termination.

4.13 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by COUNTY or any person to which sovereign immunity may be applicable. This section will survive the termination of this Agreement regardless of the cause giving rise to such termination.

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

4.15 Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in interest of the Parties.

4.16 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.

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

As to COUNTY

Risk Manager  
Indian River County Board of County Commissioners  
1800 27th Street  
Vero Beach, FL 32960

As to BROKER

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IN WITNESS WHEREOF, COUNTY and BROKER have signed this Agreement in duplicate. One counterpart each has been delivered to COUNTY and BROKER. All portions of the Contract Documents have been signed or identified by COUNTY and BROKER or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**COUNTY:**

INDIAN RIVER COUNTY \_\_\_\_\_

By: \_\_\_\_\_  
TBD, Chairman

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Designated Representative:  
Name:  
Title:  
Address:  
Phone  
Email

**BROKER:**

\_\_\_\_\_

By: \_\_\_\_\_  
(BROKER)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

(If BROKER is a corporation or a partnership, attach evidence of authority to sign.)

**ATTACHMENT A  
PROPERTY AND CASUALTY INSURANCE BROKER SERVICES  
SCOPE OF SERVICES**

BROKER agrees to provide the following services:

**PLACEMENT AND INSURANCE MANAGEMENT SERVICES**

The successful agent/broker, self-insurance fund or direct writing insurer will:

- Design and market a Property/Casualty Insurance Program that is acceptable to the County. As appropriate and/or at the County's request, provide submissions for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.
- Coordinate with County staff to assure that up-to-date exposure data is incorporated into specifications and issued policies.
- Issue and deliver valid and timely binders (prior to the effective date of coverage) for insurance policies purchased by the County. Review binders for accuracy. Immediately request corrections if issued binders are not delivered in accordance with the submission(s).
- Assure that insurance policies being purchased will be delivered in accordance with the submission(s) that were negotiated and/or accepted by the County.
  - o Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the County.
  - o Immediately correct policy deficiencies before delivery to the County.
  - o Promptly deliver the policies to the County within 30 days of policy inception. If policies are not issued within 30 days of policy inception, follow up with the insurer/wholesaler at least twice per 30 days for receipt of the policy. If any deficiencies from the accepted submission remain, provide a timeline for their resolution to the satisfaction of the County.
- Promptly and accurately process insurance policy endorsements and other change requests as needed.
- Be available to attend up to four risk management meetings per year with the County, as they may be scheduled, and be willing to attend additional meetings if needed.
- Monitor and notify the County of major developments regarding the insurance industry or the County's insurers or policies that may affect the County.
- Respond to coverage or other insurance policy questions as may be presented by the County.
- At least annually, present to County staff a written review, with the premium/claims history of the County, for the policies purchased.

- 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.
- Present renewal pricing and policy changes to the County at a minimum of forty five (45) days before renewal or at a time agreed upon with the County.
- Obtain proposals from additional insurance markets and provide them to the County with a listing of all companies contacted, detailed spreadsheets of all submissions received and all rejection letters.
- Provide the County with Probable Maximum Loss ("PML") studies.
- Provide final, written renewal submissions to the County on a schedule agreed upon with the County to allow for review of renewals at appropriate County meetings.
- Promptly provide rating data, premium/claims history and other information at the request of the County.
- Fully disclose insurance policy premiums, commissions or all other remuneration, including that of intermediaries, received for the sale of such policies.
- Permit the County to conduct an audit of all remuneration/revenues attributable to the County's account and to fully cooperate with persons designated by the County to perform such audit.

#### LOSS CONTROL SERVICES

- Develop, with the County's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials. Provide, at a minimum, quarterly reporting detailing the loss control activities and results.

#### CLAIMS ADVOCACY

- Participate in claims review meetings to ensure accuracy of reserves and effective claims management.
- Coordinate claim information with designated adjusters.
- Assist with emergency procedures and disaster planning.
- Assist with claim and coverage disputes.

**ATTACHMENT B  
COMPENSATION OF BROKER**

Compensation to BROKER

The following outlines the compensation to be provided to BROKER over the term of this Agreement:

Property and Casualty Agent/Broker Insurance Services	Flat Annual Fee
2020/2021	\$
2021/2022	\$
2022/2023	\$
2023/2024	\$

Compensation to Intermediaries

BROKER may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of COUNTY's insurance. The compensation received by the insurance intermediary for placement is to be no more than the following in addition to above BROKER compensation:

SERVICE	COST: PERCENTAGE OF ANNUAL PREMIUM
Property Insurance Placements: London/Int'l Based Intermediaries	No more than an average of: _____ %
Property Insurance Placements: U.S. Based Intermediaries	No more than an average of: _____ %
All Other Insurance Placements	Per full disclosure by Broker and agreement by the County but no more than _____ %
Ancillary Insurance Placements	Per full disclosure by Broker and agreement by the County but no more than _____ %

**NFIP Flood Insurance**

Compensation for NFIP policies will be subject to full disclosure by BROKER and prevailing commission schedules at time of placement.

**Contingent Commissions**

Neither BROKER nor any affiliate of BROKER will accept any commissions or consideration, directly or indirectly, from any insurance company, underwriter, or other entity or individual (other than as defined in this

Attachment) that is paid or given on account of a certain volume or type of business being placed with any particular carrier, including payments commonly referred to as contingent commissions, if the insurance purchased by the COUNTY with respect to the Scope of Services is considered as part of such volume or type (collectively the "Contingent Commissions"). BROKER shall promptly disclose to the COUNTY all Contingent Commissions. It is the intent of the parties that BROKER never receive, in the aggregate, more than the compensation set forth above from all sources in connection with the performance of the Scope of Services.

#### Disclosure/Transparency

Any and all sources of compensation, whether direct or indirect, including but not limited to fees, commissions and return premiums, received by BROKER and any affiliated and unaffiliated wholesaler/intermediary as it relates to this Agreement will be fully disclosed to the COUNTY in the proposal of insurance for each line of coverage. In the event an unaffiliated wholesaler/intermediary is unwilling to disclose their compensation, BROKER will note the exception and discuss alternatives with the COUNTY and only continue to utilize said wholesaler/intermediary with the COUNTY's prior knowledge and approval. All compensation arrangements are to be disclosed annually by line coverage in each proposal in the assurance of voluntary disclosure form which will be provided to the COUNTY prior to any placement of insurance.

#### Miscellaneous Compensation Terms

Premiums, as used in this agreement, does not include taxes, loss funds, inspection fees, assessments or other similar fees.

Where applicable, insurance coverage placements which BROKER makes on COUNTY's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, COUNTY is responsible for the payment of such taxes and/or fees, which will be identified separately by BROKER on invoices covering these placements.

Costs and expenses associated with travel and expenses incurred by BROKER in the performance of duties performed in the performance of its obligations in this Agreement shall be the sole responsibility of BROKER.