

Attachment F: Contract
Broker of Record for Bridge, Property, Terrorism, and
Business Interruption Insurance Coverages and Consulting Services
between Florida Department of Management Services and xxxxxxxxxx
Contract Number 84131500-16-01

This Contract is between the State of Florida Department of Management Services (Department), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, for the benefit of the Florida Department of Transportation (FDOT), a governmental entity and member of a consortium of the Named Insured as defined below in Exhibit A Definitions, and xxxxxxxxxx (Broker of Record), with an office located at xxxxxxxx, collectively referred to as the "Parties".

The Broker of Record submitted a response to the Department's Request for Proposals number 01-84131500-R (RFP) for Broker of Record for Bridge, Property, Terrorism, and Business Interruption Insurance Coverages and Consulting Services. The Department decided that the Broker of Record is a responsible and responsive vendor whose proposal is the most advantageous to the state, taking into consideration the price and other criteria set forth in the RFP.

Accordingly, the Parties agree as follows:

1.0 Definitions

In this Contract, terms shall have the meanings stated in Exhibit A, Definitions. Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders.

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including the Statement of Work and other Contract exhibits. Other capitalized terms used in this document and its referenced Exhibits shall have the meanings given in Exhibit A, Definitions. Any other capitalized term used elsewhere in the Contract but not defined in Exhibit A, Definitions, shall have the meaning given it in the Exhibit in which it is used.

2.0 Scope of Services

The services to be provided under this Contract are defined and described in detail in Exhibit C, Statement of Work.

3.0 Initial and Renewal Terms

The initial term of this Contract will be five years, effective May 26, 2016, or the last date signed by the Parties, whichever occurs later. At its sole discretion, the Department may renew this Contract for an aggregate period of up to five years.

4.0 Broker Fee

The Broker Fee shall be payable upon performance of the services described in Exhibit C, Statement of Work. The Broker Fee shall be based on commissions paid by insurers, but shall be capped at ten

percent (10%) of the total premiums paid or the percent commission as stated by the Broker of Record in its Cost Proposal whichever is less, and shall be further capped at a total commission of \$450,000 annually for each year of the initial term and renewal term of the contract. The Broker of Record shall not accept any remuneration other than the amount stipulated as the Broker Fee in connection with providing the Broker Services. However, notwithstanding the foregoing, when in the best interest of the state and with the prior written approval of the FDOT and the Contract Manager, the Broker of Record may place policies with commissions exceeding the capped commission amount. The Broker of Record will provide detailed disclosure to the FDOT and the Department of any and all commissions received by the Broker of Record and credit them against the annual fee. Such commissions shall not include and the Broker of Record shall not accept in connection with the Brokerage Services any additional remuneration, including but not limited to the following:

- Wholesale Brokerage Fees or Commissions
- Administrative Fees and similar items
- Contingent commissions
- Any other revenue other than approved commissions as provided above.

The Broker of Record shall provide to the Contract Manager and Contract Administrator a detailed accounting of all revenues associated with the Brokerage Services provided under this Contract.

If the Broker of Record is unable to perform all the specific Brokerage Services, then the Broker of Record, the FDOT and the Department will negotiate in good faith a reduced fee for the services rendered.

5.0 Transition and Implementation Plan

The Broker of Record shall adhere in full to its Transition and Implementation plan set forth in its response to the RFP including but not limited to dates and milestones for transition and implementation of this Contract. Any modification to dates and milestones shall be permitted only upon express joint prior written consent of the Named Insured's contract manager and the Department's contract administrator, which consent shall not be unreasonably withheld.

Notwithstanding the terms of the prior paragraph, a failure by the Broker of Record to timely place insurance on behalf of the Named Insured to ensure no interruption in coverage will establish a material breach of the Contract, will constitute grounds for termination of the Contract, and will incur the financial consequence stated in Exhibit D, Performance Standard 3.

6.0 Contract

This document, together with the following attached exhibits, sets forth the entire understanding of the Parties and supersedes all prior agreements of the Parties, whether written or oral, with respect to the Contract.

All exhibits attached to this document are incorporated in their entirety into, and form part of, the Contract. The Contract has the following exhibits:

- a) Exhibit A: Definitions
- b) Exhibit B: Contract Conditions
- c) Exhibit C: Statement of Work
- d) Exhibit D: Financial Consequences

In the event of conflict, the terms of this document and any amendments hereto shall control. If conflict exists among the attached exhibits, they shall have priority in the order listed below:

- a) Exhibit A: Definitions
- b) Exhibit B: Contract Conditions
- c) Exhibit C: Statement of Work
- d) Resulting Insurance Policy, and all endorsements (provided by the Broker of Record)

7.0 Amendments

All modifications to this Contract must be in writing and signed by the Parties. Any future amendments of the Contract that alter the definition of the services to be provided shall define the services in the same format as Exhibit C, Statement of Work.

Notwithstanding the order of priority listed in section 4.0, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

8.0 Contract Management

During the term of this Contract, the Parties shall each designate a Contract Manager or Contract Administrator as detailed below whose responsibility shall be to monitor the Contract and address any questions or customer service concerns. The designated Contract Managers and Contract Administrator will coordinate with FDOT's personnel to answer questions and resolve issues.

DMS Contract Administrator

Name: Jill Soderberg
Title/Position: Associate Category Manager
Agency: DMS
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: (850) 488-7996
Email: jill.soderberg@dms.MyFlorida.com

FDOT Contract Manager

Name: Timothy George
Title/Position: Work Program Manager
Agency: FDOT
Address: P.O. Box 613069, Ocoee, FL 34761
Phone: (407) 264-3131
Email: Timothy.George@dot.state.fl.us

Broker of Record Contract Manager

Name:
Title/Position:
Company:
Address:
Phone:
Email:

The Contract Managers and Contract Administrator listed above may change as needed during the term of the Contract. Such change shall not require an amendment to the Contract. The Parties shall notify each other in writing of changes to the designated Contract Managers and Contract Administrator.

9.0 Contract Notices

Contract notices shall be delivered in accordance with section 38, PUR 1000, General Contract Conditions [10/06], or may be delivered by email to the designated Contract Managers and Contract Administrator.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the last date of signed by both Parties below.

STATE OF FLORIDA
Department of Management Services

Broker of Record

Erin Rock, Deputy Secretary

Signature

Print Name

Print Name

Date

Date

Exhibit A: Definitions

Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1001, General Instructions to Respondents and Form PUR 1000, General Contract Conditions and are incorporated by reference, and apply to this RFP and any resultant contract. The following definitions are directly applicable to this RFP.

- a. **Bridge** - A physical structure built to span physical obstacles such as a body of water, valley, or road, for the purpose of providing passage over the obstacle
- b. **Broker Fee** – A charge for Brokerage Services from the Broker of Record.
- c. **Broker of Record** - An insurance intermediary in good standing with the State of Florida that holds current and valid Florida resident or nonresident insurance licenses in the appropriate line of business described in this RFP, designated as a result of this RFP to manage the insurance policies that are the subject of this RFP, as well as to evaluate insurance quotes and policies and recommend the purchase of policies.
- d. **Business interruption insurance** -- Insurance that covers the loss of income that a business suffers after a disaster while its facility is either closed because of the disaster or in the process of being rebuilt after the disaster.
- e. **Contract** - The written agreement resulting from this RFP.
- f. **Contractor**- The respondent selected to be Broker of Record as a result of this RFP.
- g. **Department** - The Department of Management Services.
- h. **Insurance Policy or Policies** - The contract for insurance that the Contractor must provide to the Policy Holder. The Parties to the Insurance Policy will be the Department, the Policy Holder (FDOT), the Contractor, and the Insurer.
- i. **Insurer** - A person or company that underwrites an insurance risk.
- j. **Named Insured** - Governmental entities composed of Mid-Bay Bridge Authority, Miami-Dade Expressway Authority, Santa Rosa Bay Bridge Authority, Board of County Commissioners of Escambia County, Florida Turnpike Enterprise and the FDOT.
- k. **Principal Officer** - An individual who holds the office of president, vice president, secretary, or treasurer in a corporation.
- l. **Property insurance** – Insurance that covers the Named Insured’s physical property and contents against losses from perils.
- m. **Respondent** -- An insurance broker that submits a Response to this RFP.
- n. **Terrorism Insurance** - Insurance purchased by property owners to that covers owners for their potential losses and liabilities that might occur due to terrorist activities. Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1001, General Instructions to Respondents and Form PUR 1000, General Contract Conditions, are incorporated by reference, and apply to this contract.

Exhibit B: Contract Conditions

1.0 General Contract Conditions

This Exhibit contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference and may be downloaded and viewed at:

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

2.0 Special Contract Conditions

2.1 Payments

2.1.1 Pricing

The Broker of Record shall adhere to the capped commission listed in Attachment F, Broker Fee.

2.1.2 Detail of Bills

The Broker of Record shall submit bills for fees or other compensation for services or expenses in sufficient detail to support an audit. The Department reserves the right to request additional documentation prior to reviewing or approving invoices.

2.1.3 Return of Funds

The Broker of Record shall return to the FDOT any overpayments made to the Broker of Record due to unearned funds or costs disallowed that were disbursed to the Broker of Record by the FDOT and any interest attributable to such overpayment pursuant to the terms and conditions of this Contract. In the event that the Broker of Record or its independent auditor discovers that an overpayment has been made, the Broker of Record shall return the overpayment immediately without notification from the FDOT. In the event that the FDOT first discovers an overpayment has been made, the FDOT may notify the Broker of Record in writing of such findings. Should repayment not be made within 30 days, the Broker of Record will be charged interest at the lawful rate of interest on the outstanding balance after FDOT notification or Broker of Record discovery.

2.1.4 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment in assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at 850-413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762. These telephone numbers are provided for notice purposes only.

2.2 Contract Administration

2.2.1 Contract Reports

The Department and FDOT may require reports at different intervals during the contract term. The type, content and frequency of the reports will be determined by the Parties. During the course of the contract, additional ad hoc reports may be requested by the Department and the FDOT. The Broker of Record agrees to provide reports requested to the fullest extent possible.

2.2.2 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small businesses to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Broker of Record shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

2.2.3 Subcontractors

The Broker of Record shall not subcontract any work under the Contract without prior written consent of the Department. The Broker of Record is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified women-, veteran-, and minority-owned small businesses. The Broker of Record may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

2.2.4 Business Review Meetings

The Department and FDOT reserve the right to schedule business review meetings as frequently as necessary. The Department or FDOT will provide the format for the agenda. The Broker of Record shall submit the completed agenda and proposed presentation to the Department or FDOT for review and acceptance two (2) business days prior to the meeting. The Broker of Record shall address the agenda items and any of the Department's or FDOT's additional concerns at the meeting. Failure to comply with this section may result in the Broker of Record being found in default and termination of the Contract.

2.3 Compliance with Laws

The Broker of Record shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, Florida Statutes, and Rule 60A, Florida Administrative Code, govern the Contract. The Broker of Record shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination.

2.3.1 Notice of Legal Actions

Within 30 days of the action being filed, the Broker of Record shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances, or licensing requirements. The Broker of Record shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the Department of a legal action within thirty (30) days of the action may be grounds for termination or nonrenewal of the Contract.

2.3.2 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

2.3.2.1 Public Entity Crime

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 response on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or response 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 Broker of Record, supplier, Sub-broker of Record, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

2.3.2.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or response on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or response 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 Broker of Record, supplier, Sub-broker of Record, or consultant under a contract with any public entity; and may not transact business with any public entity.

2.4 Insurance Requirements

This provision supersedes section 35 of PUR 1000, General Contract Conditions [10/06].

Providing and maintaining adequate insurance coverage is a material obligation of the Broker of Record. During the Contract term, the Broker of Record at its sole expense shall provide Commercial General Liability, Errors and Omissions, and Workers Compensation Insurance.

The Contract shall not limit the types of insurance Broker of Record may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Broker of Record shall not be interpreted as limiting the Broker of Record's liability and obligations under the Contract.

2.4.1 Commercial General Liability

The Broker of Record shall obtain and maintain Commercial General Liability insurance on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability). This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Broker of Record, Sub-Brokers of Record, Broker of Record's agents, or other employees. Such insurance shall include a Hold Harmless

Agreement in favor of the State of Florida, Department of Management Services and must include the State of Florida as an Additional Named Insured for the entire length of the Contract.

2.4.2 Errors and Omissions

The Broker of Record shall take out and maintain during the Contract term Errors & Omissions Insurance with a combined limit of \$20,000,000, per claim and aggregate for a negligent act, error or omission in the performance of the Broker of Record's professional service and shall provide the Department with a certificate of insurance.

2.4.3 Workers Compensation Insurance

The Broker of Record shall obtain and maintain workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Broker of Record shall provide, and cause each Sub-broker of Record to provide, adequate insurance for the protection of employees not otherwise protected. All insurance policies shall be through insurers authorized to write policies in Florida.

2.4.4 Self-Insurance

For any insurance coverage required hereby, Broker of Record may use a self-insurance program, provided such program has received prior written approval of the Department.

2.4.5 Certificates of Insurance

Certificates of Insurance shall be in effect within ten (10) calendar days after date of Award through the end of the Contract term. It is the Broker of Record's responsibility to provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of any insurance.

NOTE: The Broker of Record shall provide Certificates of Insurance to the Department Contract Manager. The Certificate Holder's Name(s) on the certificates shall be:

Named Insured, State of Florida
C/O: Department of Management Services
Division of State Purchasing,
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

2.5 Public Records

2.5.1 Access to Public Records

2.5.1.1 If, under this Contract, the Broker of Record is providing services, the Department may unilaterally cancel the Contract for refusal by the Broker of Record to allow access to all public records, including documents, papers, letters, or other material made or received by the Broker of Record in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

2.5.1.2 If, under this Contract, the Broker of Record is providing services and is acting on behalf of a public agency as provided by section 119.0701(1) (b), Florida Statutes, the Broker of Record shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Broker of Record 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 public agency in a format that is compatible with the information technology systems of the public agency.

2.5.2 Protection of Trade Secrets or Other Confidential Information

2.5.2.1 If the Broker of Record considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Broker of Record must clearly designate that portion of the materials as “confidential” when submitted to the Department.

2.5.2.2 If the Department receives a public records request for contract-related materials designated by the Broker of Record as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Broker of Record. The Broker of Record will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

2.5.2.3 If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Broker of Record about the request. The Broker of Record will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Broker of Record fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

2.5.2.4 The Broker of Record shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

2.5.3 Retention of Records

2.5.3.1 Broker of Record shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

2.6 Intellectual Property

The Parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any intellectual property developed as a result of this Contract will belong to and be the sole property of the State. This provision will survive the termination or expiration of this Contract.

2.7 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit for completion by an authorized representative of the Broker of Record attesting that the Broker of Record is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Broker of Record agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

2.8 E-Verify

Pursuant to State of Florida Executive Order Number 11-116, Broker of Record is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Broker of Record during the Contract term. Also, Broker of Record shall include in related subcontracts a requirement that Sub-brokers of Record performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the Sub-broker of Record during the Contract term.

2.9 Scrutinized Company List

Broker of Record certifies that it is not listed on either 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, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Broker of Record agrees the Department may immediately terminate this Contract for cause if the Broker of Record is found to have submitted a false certification or if Broker of Record is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

2.10 Gifts

The Broker of Record agrees that it will not offer to give or give any gift to any State of Florida employee. The Broker of Record will ensure that its Sub-brokers of Record, if any, will comply with this provision.

2.11 Monitoring by the Department

The Broker of Record shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Broker of Record that are relevant to this Contract, and to interview clients, employees, and Sub-broker of Record employees of the Broker of Record to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Broker of Record a written report of its finding, and may direct the development, by the Broker of Record, of a corrective action plan. This provision will not limit the Department's termination rights.

2.12 Financial Consequences for Non-Performance

In accordance with paragraph 287.058(1) (h), Florida Statutes, the Department will apply financial consequences if the Broker of Record fails to perform in accordance with the Contract. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, if the Broker of Record fails to perform or comply with provisions of this Contract. Financial consequences for non-performance shall not be considered penalties.

The Parties recognize that the Broker of Record's timely and proper completion of tasks required under the Contract is of paramount importance to the Department, that the Parties wish to avoid protracted litigation and that the amount of the Department's damages due to delays in performance of the Contract is difficult to ascertain. Therefore, if the Broker of Record fails to satisfy contractual requirements as a result of factors directly within the Broker of Record's control, the Broker of Record shall pay the Department, as financial consequences, the amounts specified in Exhibit D.

The amounts specified in this section are not penalties and are fair and reasonable to compensate the FDOT for the Broker of Record's delays or non-performance. These financial consequences do not prevent the Department or the FDOT from seeking contract damages for breaches for which financial consequences are not specified. For amounts due the Department or the FDOT as financial consequences, the Department or FDOT may bill the Broker of Record.

2.13 Ethical Business Practices

Any Broker of Record awarded business shall work in partnership with the State to ensure a successful and valuable contract. Ethical practices are required of State employees, Broker of Records, and all Parties representing the Broker of Record. All work performed under this Contract will be subject to review by Office of the Inspector General at the Department of Management Services and any findings suggesting unethical business practices may be cause for termination or cancellation.

2.14 Taxes

In certain cases, placements which the Broker of Record makes on the Named Insured's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which the FDOT agrees to pay. Such taxes will be identified on invoices covering these placements.

2.15 Insurer Solvency

The Broker of Record will monitor published financial information of the Named Insured's Bridge, Property, Terrorism, and Business Interruption Insurance insurers and alert the FDOT and the Department when the status of an insurer falls below the Broker of Record's minimum financial guidelines. The Broker of Record will not, however, be responsible for the solvency or ability to pay claims of any insurance carrier. Insurers with whom the Named Insured's risks are placed will be deemed acceptable to the FDOT, in the absence of contrary written instructions from the FDOT.

2.16 Invoices

The Broker of Record invoice for insurance premiums shall provide the following information:

- a) Invoice number
- b) Date
- c) Due Date
- d) Remittance address
- e) Name of the Insurer
- f) Policy number
- g) Policy period
- h) A description of the tier or section of the overall coverage the invoice provides for
- i) Summary of services rendered by the Broker of Record
- j) Surplus line taxes and/or fees, if applicable.

The Broker of Record agrees that the Insurance Policy Premiums will be billed annually at policy inception.

2.17 Underwriting Information

The Broker of Record will assist the FDOT with documentation and other steps to obtain commitments for and implement the Named Insured's Bridge, Property and Business Interruption Insurance program upon the FDOT's instructions. The Broker of Record will not independently verify or authenticate the FDOT-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers. The FDOT shall be solely responsible for the accuracy and completeness of such information and other documents furnished to the Broker of Record and insurers, and shall sign any application for insurance.

2.18 Addition/Deletion of Brokerage Services

The Department and the FDOT reserve the right to request addition of or deletion of any service from this Contract when deemed to be in the State of Florida's best interest. An addition or deletion shall be contained in a mutually executed Amendment hereto, and may require a change in the Broker Fee, as the Parties may agree.

2.19 Good Standing

The Broker of Record must maintain good standing as a Florida or Foreign profit or non-profit corporation, partnership, limited liability company, or other recognized business entity authorized to transact business pursuant to the laws of this State or any other applicable law. The Broker of Record shall submit to the Department a certified copy of a Certificate of Status issued by the Secretary of State, Division of Corporations. In addition, the Broker of Record shall submit a resolution to the Department, upon the Department's request, indicating that the person executing this Contract is authorized to do so by the directors, shareholders or partners of the business.

2.20 Warranty of Ability to Perform

The Broker of Record shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public board or body, pending or threatened, to the best of the Broker of Record's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of the Broker of Record's obligations, diminish the Broker of Record's obligations, or diminish the Broker of Record's financial ability to perform the terms and conditions of this Contract.

During the term of this Contract, if any of the aforementioned events occur, the Broker of Record must immediately notify the FDOT in writing. The FDOT may consider such event as cause for termination of the Contract.

2.21 Indemnification

This provision supersedes section 19 of PUR 1000, General Contract Conditions [10/06].

The Broker of Record shall be liable for the actions of its agents, employees, partners, or Sub-brokers of Record and shall indemnify, defend, and hold harmless the State and the FDOT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, to the extent arising from or relating to personal bodily injury and damage to real or personal tangible property caused by negligent acts or omissions of the Broker of Record, its agents, employees, partners, or Sub-brokers of Record; provided; however that the Broker of Record shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the FDOT, and provided further that the State or the FDOT shall give the Broker of Record (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Broker of Record's sole expense; and (3) assistance in defending the action at Broker of Record's sole

expense. For all claims against the Broker of Record under this Contract, and regardless of the basis on which the claim is made, the Broker of Record's limit of liability for direct damages shall not exceed the amount of the Broker Fees collected by the Broker of Record from the FDOT under this Contract. Unless otherwise specifically enumerated in the Contract, no Party shall be liable to another for special, indirect, or consequential damages, including lost data or records even if the Party has been advised that damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

2.22 Dispute Resolution

This provision supersedes section 31 of PUR 1000, General Contract Conditions [10/06].

Any dispute concerning performance of the Contract shall initially be submitted to the Contract Manager, who shall reduce its decision to writing and serve a copy to the Broker of Record and, if appropriate, the FDOT. The decision of Contract Manager shall be final and conclusive unless within ten (10) days from the date of receipt (unless a longer time period is permitted pursuant to applicable law), the Broker of Record files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Broker of Record's right to review pursuant to Chapter 120, Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be in Leon County, Florida. In any such action, Florida law shall apply, and each Party waives any right to jury trial that it may have.

2.23 Termination

This provision supersedes sections 22 and 23, respectively, of PUR 1000, General Contract Conditions [10/06].

2.23.1 Termination for Convenience

The Department and FDOT, by providing 180 days written notice to the Broker of Record, may terminate the Contract when it is in the State's interest to do so. In the event of such mid-contract year termination by the FDOT, of the annual Broker Fee will be deemed earned if the Broker of Record completes, and the FDOT accepts, the services performed by the Broker of Record as outlined in Exhibit C, Services Schedule. The Broker of Record, by providing 180 days written notice to the Department, may terminate this Contract when it is in the Broker of Record's interest to do so. In the event of such mid-contract year termination by the Broker of Record, the Broker of Record's annual compensation for such year will be deemed earned on a pro-rata basis. In the event of a termination for convenience the Broker of Record shall, upon receiving or transmitting a notice of termination provide transition services to provide for a seamless transition to a replacement broker and to ensure no lapse in coverage(s). In the event of a termination for convenience, transition services shall continue for 180 days or until transition to a replacement broker is complete, whichever is sooner.

2.23.2 Termination for Cause

The Department and FDOT may terminate the Contract for cause, effective upon written notice, as provided in this Contract or if the Broker of Record fails to (1) deliver the Brokerage Services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; (4) abide by any statutory, regulatory, or licensing requirement; (5) it is determined by the Department that the Broker of Record is not a responsible vendor pursuant to section 287.012(25), Florida Statutes. Rule 60A-1.006(3), Florida Administrative Code, will govern the procedure and consequences of default. The Broker of Record shall not be liable for any excess costs if failure to perform per the Contract arises from events reasonably

beyond the control, and without the fault or negligence, of the Broker of Record. If, after termination, it is determined that the Broker of Record was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department and FDOT. The rights and remedies of the Department and FDOT in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Broker of Record may terminate this Contract if the FDOT fails to cooperate with the Broker of Record to enable the Broker of Record to perform its obligations hereunder or if the FDOT fails to pay the Broker of Record as provided herein. In the event of a termination for cause, the Broker of Record shall provide transition services to provide for a seamless transition to a replacement broker and to ensure no lapse in coverage(s). In the event of a termination for cause, pursuant to this subparagraph, transition services shall continue for 180 days or until transition to a replacement broker is complete, whichever is sooner. In the event of a termination for cause due to a default by the Broker of Record, the Broker Fee will be deemed waived and the Broker will be entitled to payment for costs actually incurred offset by actual damages to the FDOT and/or the Department. The term "cost actually incurred" shall mean those costs determined by a State audit to be in connection with services required to be performed under this Contract and satisfactorily performed under the Contract.

2.23.3 Transition Services

In the event of any early termination of this Contract, the Broker of Record will continue to work with the FDOT and any replacement broker to ensure uninterrupted service and to mitigate any potential harm to the State of Florida. The Broker of Record will provide electronic and hard copies of all the necessary underwriting data including, but not limited to copies of policies, schedules of insurance, loss summaries and hard copies of loss runs, financial analyses, catastrophe modeling results, property schedules and insurance program submissions to markets. The Broker of Record shall waive the customary waiting period typically required in the assumption of an insurance program under a Broker's Letter of Record change. The Broker of Record will assist any replacement broker in gaining an understanding of the Bridge, Property, Terrorism, and Business Interruption Insurance program in place at the time of termination.

2.23.4 Effect

In the event of any early termination of the Contract as provided above, or upon expiration of this Contract, the Broker of Record will assist the FDOT and the Department in arranging a smooth transition process, including providing transition services. The Broker of Record's obligation and the obligation of its affiliates to provide Brokerage Services to the FDOT and the Department will cease upon the effective date of termination or expiration. Notwithstanding the foregoing, until such time the transfer of information is complete, the Broker of Record shall remain obligated to provide electronic and hard copies of all the necessary underwriting data including, but not limited to, copies of policies, schedules of insurance, loss summaries and hard copies of loss runs, financial analyses, catastrophe modeling results, property schedules and insurance program submissions to markets.

2.24 Cooperation with Brokers of Record

In the event that the FDOT and the Department enter into contracts with subsequent or other brokers for additional work related to the services described herein, the Broker of Record agrees to reasonably cooperate with such subsequent or other brokers. Such requirement shall exist notwithstanding the reasons for the retention of the subsequent or other brokers, including but not limited to cancellation, termination or expiration of this Contract with the Broker of Record. The Broker of Record shall not commit any act that will interfere with the performance of work by any other broker or Broker of Record.

2.25 Key Personnel Assignment

The Broker of Record shall identify an account team and a lead account manager for this Contract and shall provide a list of this team to the Department and the FDOT within thirty (30) days of the Contract effective date. The Parties agree that additional teams may be established for other issues as they develop. The Broker of Record agrees that in the event it becomes necessary for the Broker of Record to change key personnel while performing the Brokerage Services hereunder, substitution of said personnel shall take place only upon notice to the Department. Failure to notify the Department and the FDOT may be sufficient cause for termination of this Contract.

2.26 Utilization of Intermediaries

The Broker of Record shall utilize intermediaries owned by or affiliated with the Broker of Record without additional fees or commissions. When in the best interest of the State and with the prior written consent of the Department and the FDOT, the Broker of Record may utilize the services of other intermediaries to assist in the placement of the Bridge, Property, Terrorism, and Business Interruption Insurance program (including brokers in the London and other markets). The compensation of such intermediaries will not be included in the Broker of Record's compensation, but will be paid exclusively from premium monies remitted by the FDOT at the time of the insurance placement. Such compensation will be a flat fee negotiated by the Broker of Record at the time the intermediary is selected, and the amount of the fee shall be approved by the FDOT prior to the intermediary being utilized by the Broker of Record. If no suitable intermediary is available that will accept a flat fee as compensation for its services, the Broker of Record shall so notify the FDOT in writing and may select an intermediary that is compensated on a commission basis, subject to written approval by the FDOT. The Broker of Record shall fully disclose in writing to the FDOT, prior to the coverage being bound, any and all compensation to be received by the intermediaries for such assistance. The intermediaries shall not accept any other type of compensation from any other source for assisting in the placement of the Named Insured's coverage, including but not limited to any form of contingent commission, calculated on a pooled basis or otherwise, that would otherwise be paid to the wholesale broker. The Broker of Record shall not utilize, in connection with the Brokerage Services, any intermediary that does not agree to comply with these requirements.

2.27 Governmental Restrictions

This provision supersedes section 17 of PUR 1000, General Contract Conditions [10/06].

If the Broker of Record believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Broker of Record shall immediately notify the Department and FDOT in writing, indicating the specific restriction. The Department and FDOT reserve the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department or FDOT.

2.28 Lobbying and Integrity

This provision supersedes section 18 of PUR 1000, General Contract Conditions [10/06].

Pursuant to section 216.347, Florida Statutes, the Broker of Record may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Broker of Record shall not, in connection with this or any other Contract with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty or (2) offer, give, or agree to give to anyone ally gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of

more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Broker of Record shall provide any type of information the Inspector General deems relevant to the Broker of Record's integrity or responsibility. Such information may include, but shall not be limited to, the Broker of Record's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Broker of Record shall retain such records for the longer of (a) three years after the expiration of the Contract or (b) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm). The Broker of Record agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Broker of Record's compliance with the terms of this or any other Contract between the Broker of Record and the State which results in the suspension or debarment of the Broker of Record. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Broker of Record shall not be responsible for any costs of investigations that do not result in the Broker of Record's suspension or debarment.

2.29 Security and Confidentiality

This provision supersedes section 33 of PUR 1000, General Contract Conditions [10/06].

The Broker of Record shall comply fully with all security procedures of the State and the FDOT in performance of the Contract which the State has provided notice of to the Broker of Record. The Broker of Record shall not divulge to third Parties any confidential information obtained by the Broker of Record or its agents, distributors, resellers, Sub-brokers of Record, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the FDOT.

Notwithstanding the foregoing, the Broker of Record may disclose confidential information of the FDOT in furtherance of the services provided hereunder, which may include in the normal course of business the release to insurers and other financial institutions of confidential information relevant to the underwriting and evaluation of the Named Insured's risks and the processing of its claims, provided that such insurers and financial institutions are informed of the confidential nature of such information.

The Broker of Record shall not be required to keep confidential information or material that is or became part of the public domain other than by a breach of this section by the Broker of Record, material that the Broker of Record developed independently without relying on the State's or the Named Insured's confidential information, material that is obtained by the Broker of Record from a third Party, material following the lapse of two years after disclosure hereunder, material that is required to be disclosed by law, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Broker of Record shall take appropriate steps as to its personnel, agents, and Sub-brokers of Record. The warranties of this paragraph shall survive the Contract.

2.30 Independent Broker of Record Status

This provision supersedes section 34 of PUR 1000, General Contract Conditions [10/06].

The Broker of Record, together with its agents, distributors, resellers, Sub-brokers of Record, officers and employees, shall have and always retain under the Contract the legal status of an independent Broker of Record, and in no manner shall they be deemed employees of the State or the FDOT or

deemed to be entitled to any benefits associated with such employment. During the term of the Contract, the Broker of Record shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the FDOT with certification of such insurance upon request. The Broker of Record remains responsible for all applicable federal, state, and local withholdings for its employees, and all FICA contributions.

2.31 Force Majeure, Notice of Delay, and No Damages for Delay

This provision supersedes section 24 of PUR 1000, General Contract Conditions [10/06].

The Broker of Record shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Broker of Record or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Broker of Record's control, or for any of the foregoing that affect Sub-brokers of Record or suppliers if no alternate source of supply is available to the Broker of Record. In case of any delay the Broker of Record believes is excusable, the Broker of Record shall notify the FDOT in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Broker of Record could reasonably foresee that a delay could occur as a result or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Broker of Record first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE BROKER OF RECORD'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the FDOT or the Department. The Broker of Record shall not be entitled to an increase in the Broker Fee or payment of any kind from the FDOT or Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Broker of Record shall perform at no increased cost unless the Department and FDOT determine that the delay will significantly impair the value of the Contract to the State or to the FDOT, in which case the Department and FDOT may (1) accept allocated performance or deliveries from the Broker of Record, provided that the Broker of Record grants preferential treatment to the FDOT with respect to products subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the Broker of Record for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract.

2.32 Advertising

This provision supersedes section 28 of PUR 1000, General Contract Conditions [10/06].

The Broker of Record shall not publicly disseminate any information concerning the Contract without prior written approval from both the FDOT and the Department, including, but not limited to, mentioning the Contract in a press release or other promotional material, identifying the Department the FDOT, or the State as a reference, or otherwise linking the Broker of Record's name and either a description of the Contract or the name of the State, the Department, or the FDOT in any material published, either in print or electronically, to any entity that is not a Party to the Contract except in furtherance of the Contract.

2.33 Appropriations

This provision supersedes section 45 of PUR 1000, General Contract Conditions [10/06].

The State's performance and obligation to pay under the Contract are contingent upon an annual appropriation by the Legislature. If such funds are not appropriated, this Contract shall be deemed terminated.

2.34 Conflict of Interest

The Broker of Record agrees to disclose the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. In addition, the Broker of Record agrees to supply the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Broker of Record.

Exhibit C: Statement of Work

1. General Information

The State of Florida's objective is to contract for Insurance Services from an insurance broker that has the resources, expertise and experience in the placement and service of Bridge, Property, Terrorism and Business Interruption Insurance coverages. The Named Insured is composed of Mid-Bay Bridge Authority, Miami-Dade Expressway Authority, Santa Rosa Bay Bridge Authority, Board of County Commissioners of Escambia County, Florida Turnpike Enterprise and State of Florida Department of Transportation.

The scope of covered property includes 836 Bridges. There are 679 bridges owned or operated by Florida Turnpike Enterprises, 138 owned or operated by FDOT and 19 owned or operated by Bridge Authorities. Terrorism Insurance is purchased on 44 of these Bridges. Covered real property includes 356 Turnpike Enterprise-owned and 11 FDOT-owned buildings. The TIV is approximately \$5,439,820,872. This figure includes the above mentioned real property and annual revenue of \$1,068,589,000, (tolls, service plaza sales, etc.).

2. Insurance Coverages

Prior to each new Policy year, on behalf of the Named Insured, the Broker of Record will approach the markets and secure options for Bridge, Property, Terrorism, and Business Interruption insurance coverages. The Broker of Record shall present the options in writing to the FDOT. Upon review and express prior written authorization by the FDOT, the Broker of Record shall purchase insurance coverages as directed by the FDOT.

The Broker of Record will ensure that adequate coverages are bound prior to each term's Policy inception date with no interruption in coverages. A failure by the Broker of Record to timely place insurance coverages on behalf of the Named Insured to ensure no interruption in coverages will constitute a material breach of contract.

3. Claims Processing

The Contractor will assist the Named Insured with claims preparation, processing and adjusting.

4. Consulting Services

The consulting services shall be those stated in the Broker of Record's response to the RFP.

Exhibit D: Financial Consequences

Performance Standard	Financial Consequences for non-compliance
1. No subcontracting for services to be provided under the Contract unless approved in advance and in writing by the Department's Contract Manager.	\$1,000 for each instance where a Sub-Broker is used to provide services under the Contract without the advance written approval of the Department's Contract Manager.
2. If a Corrective Action Plan (CAP) is required, submit, implement, and complete the CAP as specified.	\$100 per Business Day that the CAP is submitted after the specified due date or for each Business Day after the agreed upon implementation date that the deficiency has not been corrected.
3. The Broker of Record will ensure that adequate coverage is bound prior to each term's Policy inception date with no break in coverage.	\$25,000 per calendar day until insurance coverage is provided by Broker of Record that is acceptable to the Department and the Named Insured and that remedies the break in coverage.
4. All communications marked "urgent" will be responded to on the same day. Phone calls will be returned within eight (8) business hours.	\$100 for each instance of noncompliance.
5. All communications requiring a response will be responded to within three (3) business days of receipt, even if only by an acknowledgement.	\$100 for each instance of noncompliance.

Performance Standard	Financial Consequences for non-compliance
<p>6. All meetings where decisions are scheduled to be made, commitments are scheduled to be made, technical advice is scheduled to be given or information is scheduled to be exchanged will be confirmed in writing (email or letter) to the Named Insured's Contract Manager at least seven (7) business days prior to the meeting date. This requirement may be waived when conditions do not allow the required notice to be given.</p>	<p>\$100 for each instance of noncompliance.</p>
<p>7. Cooperate and comply fully with State of Florida auditors concerning any confirmation or other information necessary to complete an audit.</p>	<p>\$100 for each instance of noncompliance.</p>