



Electronic Data Processing Equipment Insurance  
Contract No: 84131512-21-ITB

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, on behalf of the Named Insureds and Arthur J. Gallagher Risk Management Services, Inc., (“Broker” or “Contractor”), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Contract Term

The initial term of the contract will be for one year, with an option for additional policy periods if pricing for such was provided in the Contractor’s bid, with annual policy terms as follows:

- a. June 5, 2021, 12:01 a.m., and ending June 5, 2022, 12:01 a.m.
- b. June 5, 2022, 12:01 a.m., and ending June 5, 2023, 12:01 a.m.

II. Contract

As used in this document, the term “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document, and all incorporated attachments and exhibits, which set forth the entire understanding of the Parties and supersede all prior agreements. No additional documents submitted by a Broker shall be incorporated in the Contract unless specifically identified, incorporated by reference, and approved by the Department. All modifications to this Contract must be in writing and signed by all Parties.

All exhibits and attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract documents shall have priority in the order listed below:

- 1) This Contract
- 2) Exhibit A: Additional Special Contract Conditions
- 3) Exhibit B: Special Contract Conditions
- 4) Exhibit C: Insurance policy as issued by Insurer and as endorsed throughout the policy period(s)
- 5) Exhibit D: Scope of Work with Attachment D, Expiring Policy, incorporated by reference, and Attachment F, Certification Requirements, as provided in solicitation no. 21-84131512-ITB
- 6) Exhibit E: Broker’s submitted Price Sheet
- 7) Exhibit F: Broker’s Final Negotiated Quote (excluding Broker’s submitted Price Sheet)

III. Management.

Department’s Contract Manager:

Stephanie Wyland, Purchasing Analyst Supervisor  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-1985



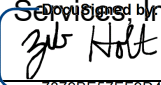
Electronic Data Processing Equipment Insurance  
Contract No: 84131512-21-ITB

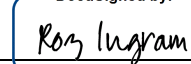
Email: [Stephanie.Wyland@dms.fl.gov](mailto:Stephanie.Wyland@dms.fl.gov)

Broker's Contract Manager:

Tanya Lewicki  
Arthur J. Gallagher Risk Management Services, Inc  
2255 Glades Road, Suite 240W, Boca Raton, FL 33431  
Telephone: (305)-639-3154  
Email: [tanya\\_lewicki@ajg.com](mailto:tanya_lewicki@ajg.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

BROKER  
Arthur J. Gallagher Risk Management  
Services, Inc.  
  
7879BE57EF9D4C9...  
Zeb Holt  
Regional EVP

STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES  
DocuSigned by:  
  
9A2198B1550248E...  
Rosalyn Ingram  
Director of State Purchasing and Chief Procurement  
Officer

5/26/2021 | 8:16 AM EDT

DATE:

5/27/2021 | 4:10 PM EDT

DATE:



Solicitation No. 21-84131512-ITB  
EDPE Insurance  
Attachment B  
Additional Special Contract Conditions

The following Sections of Attachment C, Special Contract Conditions are hereby removed in their entirety:

- Section 3.2 Price Decreases.
- Section 4.3 Department's Contract Manager.
- Section 4.4 Contractor's Contract Manager.
- Section 4.6 RESPECT.
- Section 4.7 PRIDE.
- Section 6.4 Inspection and Acceptance of Commodities.
- Section 6.5 Safety Standards.
- Section 6.10 Cooperative Purchasing.
- Section 13.1 Background Check.
- Section 13.3 Disqualifying Offenses.

The following is added to subsection 3.7 of Attachment C, Special Contract Conditions:

The Broker' must pay the Transaction Fees unless the transaction is considered exempt per Rule 60A-1.031, Florida Administrative Code.

Section 8.4 of Attachment C, Special Contract Conditions, is hereby removed in its entirety and replaced with the following:

**8.4 Intellectual Property**

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the Contractor at the completion of the Contract. Intellectual property rights to all property created or otherwise developed by the Department will be owned by the Department at the completion of the Contract.

Section 9 of Attachment C, Special Contract Conditions, is hereby removed in its entirety and replaced with the following:

**Security 9. DATA SECURITY**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. For purposes of this section, "security breach" will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a security breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken.

The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

Section 13.2 of Attachment C, Special Contract Conditions, is hereby removed in its entirety and replaced with the following:

**Section 13.2 E-Verify**

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

# SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name



Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises 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](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will 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 agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**



The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor'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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the 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 Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Contract No. 84131512-21-ITB  
EDPE Insurance  
Exhibit C  
Insurance Policy



Contract No. 84131512-21-ITB  
EDPE Insurance  
Exhibit D  
Statement of Work

Attachment E (SOW with Attachment D, Expiring Policy, incorporated by reference) as provided in Solicitation no. 21-84131512-ITB is incorporated herein as provided on the following pages.



ITB No. 21-84131512-ITB  
EDPE  
Attachment E  
Scope of Work (SOW)

**1. Department Insurance Program**

The State of Florida has statutorily established the following two methods for state agencies and other governmental entities to obtain insurance coverage: (1) from the State Risk Management Trust Fund (SRMTF) administered by the Department of Financial Services, Division of Risk Management, for property, general liability, automotive liability, federal civil rights, court-awarded attorney's fees in certain other proceedings against the state, and workers compensation, as established by Chapter 284, Florida Statutes; and (2) from commercial insurance purchased by the Division of State Purchasing pursuant to sections 287.022 and 287.042, Florida Statutes, as further specified in Rule 60A-1.015, Florida Administrative Code, for risks not eligible for coverage through the SRMTF.

Subsection 287.022(1), Florida Statutes, provides:

Insurance, while not a commodity, nevertheless shall be purchased for all agencies by the department, except that agencies may purchase title insurance for land acquisition and may make emergency purchases of insurance pursuant to s. 287.057(3)(a), Florida Statutes. The procedures for purchasing insurance, whether the purchase is made by the department or by the agencies, shall be the same as those set forth herein for the purchase of commodities.

State Purchasing operates the Department's Insurance Program, which is responsible for the purchase and management of insurance for executive branch agencies and eligible users, at their own choosing and based upon funding allocations.

The purpose and goal of the Department's Insurance Program is to provide coverage at the best rates possible for Florida's state agencies

**2. Purpose**

The Contractor shall market and secure an Insurance Policy on behalf of the State of Florida and the current Named Insureds that shall, at a minimum, include coverage that is the same or better coverage set forth in ITB Attachment D, Expiring Policy, incorporated herein by reference, and the coverage set forth in section 5, Coverage Requirements.

The Insurance Policy secured on behalf of the State of Florida and the Named Insureds shall be provided at the pricing specified in the Broker's submitted Price Sheet, provided in accordance with Florida Statutes, and conform with the terms and conditions specified in the Contract.

**3. Definitions**

Definitions contained in section 287.012, Florida Statutes (F.S.); and Rule 60A-1.001, Florida Administrative Code (F.A.C.); are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this document. All definitions apply in both their singular and plural sense.





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**Broker** – An insurance intermediary that holds current and valid Florida resident or nonresident insurance license(s) in the appropriate line of business described in this SOW.

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

**Claim** – A demand for recovery for loss or damages resulting from a covered cause of loss.

**Contract** – The written agreement between the Department and the awarded Bidder resulting from ITB No. 21-84131512-ITB.

**Contractor** – The Broker that is awarded a Contract resulting from ITB No. 21-84131512-ITB.

**Customer** – A Named Insured included in the Insurance Policy.

**Department** – The Department of Management Services, a State agency.

**Electronic Data Processing Equipment (EDPE)** – Property including but not limited to: laptops, desktops, and other such data processing systems; electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself, and; equipment, component parts and related peripheral equipment, including air conditioning and fire protective equipment, used solely for data processing operations, in the care, custody and control of the Named Insured.

**Insurance Policy or Policy** – The contract for insurance that the Broker must provide to the Department on behalf of the Named Insured. The parties to the Insurance Policy will be the Department, the Named Insured, the Broker, and the Insurer.

**Insurer** – The insurance company selected by the Broker to provide insurance coverage described in this SOW. The term 'Underwriter' is synonymous with 'Insurer'.

**Medical and Science ("M&S" or "Med-Sci") Equipment** – Property used for scientific and medical research or equipment used for medical diagnosis, in the care, custody, and control of the Named Insured.

**Media** – Property including, but not limited to, disk drives, disks, magnetic tapes, and other property on which data is stored.

**Named Insured** – Those entities listed in Section 4, Named Insured, and those added during the Policy Period.

**Policy Inception** – The effective date of the Insurance Policy.



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**Policy Period** – The time between the exact hour and date of Policy Inception and the hour and date of expiration.

**Premium** – Has the same meaning as defined in section 627.403, F.S.

**State** – The State of Florida.

**Total Insured Value (TIV)** – The total insured value of all EDPE and M&S Equipment owned or leased/rented/borrowed by Named Insureds at any moment in time on or after the Policy Inception.

**4. Named Insured**

The master policyholder is the State of Florida, c/o the Department of Management Services, Division of State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950.

The following entities are the current Named Insureds for whom coverage is being sought:

AHCA	Agency for Health Care Administration
APD	Agency for Persons with Disabilities
DACS	Department of Agriculture and Consumer Services
DBPR	Department of Business and Professional Regulation
DC	Department of Corrections
DCF	Department of Children and Families
DEM	Department of Emergency Management
DFS	Department of Financial Services
DMS	Department of Management Services
DMS-DOR	Department of Management Services – Division of Retirement
DMS-DS	Department of Management Services- Digital Services
DOEA	Department of Elder Affairs
DOH	Department of Health
DOS	Department of State
DOT	Department of Transportation
FAMU	Florida Agricultural and Mechanical University
FGCU	Florida Gulf Coast University
FIU	Florida International University
FPU	Florida Polytechnical University
FSDB	Florida School for the Deaf and Blind
FSU	Florida State University
JAC	Justice Administrative Commission
NCF	New College of Florida
OL-1	Office of the Legislature - Auditor General
OL-2	Office of the Legislature - Economic and Demographic Research



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OL-3	Office of the Legislature - House of Representatives
OL-5	Office of the Legislature - Office of Legislative Services
OL-6	Office of the Legislature - Office of Program Policy Analysis and Government Accountability
OL-7	Office of the Legislature - Senate
PSC	Public Service Commission
SBA	State Board of Administration
SCS	Office of the State Courts Administrator
UCF	University of Central Florida
UF	University of Florida
UNF	University of North Florida
USF	University of South Florida
USF-BYRD	University of South Florida – BYRD Alzheimer’s Institute
USF-CAMLS	University of South Florida – Center for Advanced Medical Learning and Simulation (CAMLS)
UWF	University of West Florida

NOTE: Named Insured may be requested to be added or removed during the Policy Period as outlined in ITB 21-84131512-ITB.

**5. Coverage Requirements**

Insurance Policy coverage procured through this solicitation shall be the same or better as provided in ITB Attachment D, Expiring Policy.

Coverage shall be provided for the Named Insureds’ owned and/or leased/rented/borrowed (“Leased”) EDPE or M&S Equipment in the care, custody, and control of the Named Insured.

**6. Insuring Agreements, Policy Limits, and Deductibles**

Current policy limits and deductibles are provided in ITB Attachment D, Expiring Policy, and are summarized below.

**6.1. Locations of Covered Property**

Locations of the Named Insured vary throughout the State of Florida. The EDPE and M&S Equipment coverage schedule will be modified by the State throughout the policy period as values vary between each Named Insured throughout the policy term, but the Named Insured remain responsible for any Premium payment assessed while participating in the policy coverage.

**6.2 Limits and Values**

**6.2.1** The current policy limits and values are summarized in part below. For requested coverage and updated exposures, refer to ITB Attachment D, Expiring Policy. Contractor’s



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deductibles must not exceed the amounts listed in this section, except as contemplated in Section 7.1.

Deductibles	
\$500	Per occurrence for Claims less than \$10,000
\$2,500	Per occurrence for Claims greater than or equal to \$10,000
\$100,000	Per occurrence Wind (Leased equipment only)

**6.2.2** The quarterly policy values for the last three quarters are provided below. Limits may require to be increased throughout the Policy Period as Named Insureds add EDPE and/or M&S Equipment.

Type of Equipment	4th Quarter Values as of 6/5/20	1 <sup>st</sup> Quarter Values as of 09/05/20	2 <sup>nd</sup> Quarter Values as of 12/5/20
EDPE Owned	\$259,049,053.66	\$291,669,398.14	\$ 282,997,509.82
EDPE Leased	\$12,061,798.64	\$15,029,559.35	\$13,518,883.34
MED- SCI Owned	\$5,104,308.46	\$5,162,148.84	\$37,108,946.42
MED- SCI Leased	\$7,648,796.99	\$7,846,086.99	\$10,340,567.60

Refer to Attachment J, Historical and Loss Information, for Named Insured Values as of February 5, 2021.

**6.3 Owned EDPE, MED-SCI Equipment & Media**

Owned EDPE and M&S Equipment shall be insured on a difference in coverage / difference in limits to eliminate duplicate coverages provided by the State Risk Management Trust Fund Property Coverage. Refer to Attachment K, DFS-D0-852, Certificate of Property Coverage, for loss payment information.

Named Insured owned EDPE & M&S Equipment shall be insured for all risks, excluding those perils insured by the State Risk Management Trust Fund, at replacement cost value minus the assigned deductible.

**6.4 Leased EDPE, MED- SCI Equipment & Media**

Named insured leased, rented, or borrowed EDPE and M&S Equipment shall be insured for all risks at replacement cost value minus the assigned deductible. Refer to Attachment D, Expiring Policy, for full coverage details.

**6.5 Insurance Policy Rates.**



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All rates are to be per \$100 of insured value and shall remain fixed for the full Policy term. Rate de-escalation is permissible at any time during the Contract term. Rates for Policy Periods 2, 3 and 4, if bid, will be as described in Contract Exhibit E, Broker's submitted Price Sheet.

### 6.5.1 Current Rates

Type of Equipment	Annual Rate
EDPE Owned	.0400
EDPE Leased	.3300
M&S Equipment Owned	.0400
M&S Equipment Leased	.3300
EDPE Owned- UCF IT Division	.0350

## 7. Premium Pricing

The Contractor shall adhere to the prices listed in the Price Sheet submitted in its Bid, which are incorporated by reference into the Contract. All coverage rates and premiums assessed at Policy inception are to be fixed for the full Policy period.

### 7.1 Premium and Deductible Adjustments

Premium and deductible decreases issued by the Contractor are permissible at any time during the initial Policy Period and any additional Policy Periods.

For additional Policy Periods, the Broker should have identified in its Insurer quotation the % loss ratio threshold which, if met or exceeded by the Named Insured during any Policy Period, will prompt the Insurer to reevaluate premium and/or deductible pricing for the next Policy Period. Any reevaluation of premiums and/or deductibles are subject to DMS written approval, must be adjusted equitably, and shall be based upon specific exposure risks and individual loss experience, to the extent market conditions allow. If Contractor anticipates adjustments to premium pricing, deductibles, or policy terms and conditions, Contractor shall provide the Department with written notice 90 days prior to the Policy Period expiration to the Department's Contract Manager

Notwithstanding Paragraph II of the Contract and Section 6.9 of Contract Exhibit B, Special Contract Conditions, adjustments in premiums and/or deductibles do not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department provides written approval of any premium and/or deductible adjustments, the Department will incorporate such changes directly into the Contract documents.

## 8. Broker /Underwriter Responsibilities

The Broker will market and secure an EDPE and M&S Equipment insurance policy on behalf of the State of Florida and the Named Insureds, c/o the Department of Management Services, Division of State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950.



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**8.1 Customer Service and Administration**

The Contractor shall provide Customers all services during Business Days. State agencies observe holidays in accordance with section 110.117, Florida Statutes.

The Contractor shall have a single point of contact to serve as Contract Manager as listed in the Contract. The Contract Manager may support multiple Customers and must respond to Customer calls and/or emails within one (1) Business Day. The Contract Manager must be able to provide or arrange for all aspects of Customer support and problem resolutions. Back-up coverage must be provided by an equally knowledgeable person.

In addition to a dedicated Contract Manager, the Contractor shall provide toll-free Customer service phone support from 8:00 a.m. Eastern Time to 5:00 p.m. Eastern Time, Monday through Friday, except for National and State-recognized holidays. Telecommunication Device for the Deaf (TDD) access must be made available during the above-named Customer service operating hours.

**8.2 Policy Administration**

The Broker must aid in the fulfillment of all obligations to the Department and its Named Insureds as provided for under the Insurance Policy issued for the Contract. The Broker will, at a minimum: communicate with the Insurer on all changes to the policy requested by the Department; provide endorsements for changes to the Policy schedule; forward premium payments to the Insurer, as appropriate; and assist in the filing of claims and claim settlement payments. Any failure by the Broker to provide policy administration to the Department will constitute a breach of Contract.

**8.3 Routine Communications**

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed for the Contract Manager changes during the life of the Contract, then the Contractor shall update the attachments and submit to the Department's Contract Manager. Routine communications may be by e-mail, regular mail, or telephone.

**8.4 Broker License**

The Broker, for the duration of the Contract term, must hold current and valid Florida resident or non-resident insurance license in the appropriate line of business for the insurance coverage provided under the Contract.

**8.5 Insurance Policy Conditions**

After award, the Contractor must provide the Department an original and complete copy of the Insurance Policy, including declarations, insuring agreements, conditions, exclusions, schedule of coverage, and all necessary endorsements at policy inception, or an insurance binder until such Insurance Policy is received. The Insurance Policy must include a manuscript endorsement, must conform to the requirements stated in the ITB,



ITB No. 21-84131512-ITB  
EDPE  
Attachment E  
Scope of Work (SOW)

and may not take exception to terms in the ITB. Failure to submit a complete Insurance Policy will constitute sufficient grounds for termination.

The Insurance Policy must conform to the following coverage conditions:

- 8.5.1** The entire coverage is to be written under one policy whenever possible.
- 8.5.2** Coverage must include, at a minimum, the coverage outlined in this SOW and the expiring policy; however, broader coverage may be offered. Refer to ITB Attachment D, Expiring Policy.
- 8.5.3** The applicable Insurance Policy limits may require increase during the Policy Period.
- 8.5.4** The Insurance Policy shall include coverage for the Named Insureds owned or leased/rented/borrowed property in the care, custody and control of each Named Insured.
- 8.5.5** The territory for the policies will be unrestricted and all claims originated in foreign countries will be filed and settled in the United States.
- 8.5.6** The Insurer may be requested to work with the Department relating to loss prevention and loss control issues.

**8.6 Underwriting Information**

The Department will coordinate all coverage requests on behalf of the Named Insureds.

**8.7 Invoices for Insurance Premiums**

In addition to the terms in Special Contract Conditions subsection 3.3, Payment Invoicing, the following applies to Contractor invoicing:

- 8.7.1** Premiums will be invoiced annually at Policy Inception for the Named Insured.
- 8.7.2** Invoices are to contain enough detail for pre- and post-audit. Invoices must include an invoice number, the insurance company name, Federal Employer Identification Number, the policy number, effective dates of coverage, a description of the coverage, payment due date, and a remittance address.
- 8.7.3** Invoices are to be issued in the name of the Named Insured and must be provided in writing to the Named Insured and to the Department's Contract Manager.
- 8.7.4** The Department's Contract Manager may, but is not obligated to, assist the Broker in securing these payments to the best of its ability.

**8.8 Additions/Deletions**

The Department reserves the right to request additions to or deletions from existing coverages or exposures stated in the Insurance Policy on behalf of the Named Insured when deemed to be in the State's best interest. All requests for additions to or deletions from coverage will be made by the Department.

**8.9 Claims Settlement**

Claims must be submitted by the Named Insured to the Broker as outlined in the Insurance Policy that results from this Contract. The Broker or Underwriter must notify the



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Department in writing at the time the Claim is submitted by a Named Insured during the Policy Period. The Broker must coordinate with the Named Insured filing the Claim on any details required by the Broker to ensure proper settlement.

The Broker is to track all Claims submitted and identify which Named Insured filed the Claim. Any settlement checks must be issued in the name of the Named Insured that filed the Claim, c/o State of Florida - Department of Management Services. Settlement checks are to include policy name and number; the Named Insured who filed the Claim; date of loss; total Claim filed, deductible, check number, and check amount.

The Broker will provide Claim settlement checks directly to the Named Insured filing the Claim whenever possible, and the Broker will provide a copy of the settlement check to the Department's Contract Manager.

**8.10 Historical Premium and Loss Information**

The Broker must submit a Claim and loss summary report annually to the Department's Contract Manager. The Department reserves the right to request loss runs at any time during the Policy Period, and the Broker shall comply with such requests. The historical and loss information for the past five years is included in ITB Attachment J, Historical and Loss Information. This information is for informational purposes only and should not be construed as representing actual losses under a new Contract.

**8.11 Broker Commission**

The Broker will comply with section 287.022, Florida Statutes, which requires an insurer or agent that pays a commission or any portion thereof to any person, on insurance purchased by the Department, to report such payment to the Department in writing and under oath within 30 days thereafter.

**8.12 Independent Broker**

The Broker and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State employees. The Department will not be bound by any acts or conduct of the Broker or its employees, agents, representatives, or subcontractors. The Broker agrees to include this provision in all of its subcontracts under the Contract.

**8.13 Insurer Serviceability**

The Broker will notify the Department's Contract Manager of any concerns regarding the ability to provide ongoing services, claims settlement, or any diminished actions including, but not limited to, the reduction in the financial rating of the Insurer providing coverage subsequent to Contract award. Failure to notify the Department of concerns may, at the Department's option, result in termination of the Insurance Policy.

**8.14 Insurance Policy Cancellation**

In addition to the requirements of Special Contract Conditions subsection 3.9, Return of Funds, the following applies to cancellation of the Insurance Policy:





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All cancellations must be calculated on a pro-rata basis and must adhere to the requirements of Florida law. For the purpose of this clause, pro-rata means, in the case of cancellation of an insurance policy, the return of the Premium for the unexpired term of the Insurance Policy, without penalty for interim cancellation. The Department reserves the right to cancel the Insurance Policy at any time by providing written notice to the Broker. Such cancellation request will be mailed to the Broker's Contract Manager. Cancellation notices from the Insurer will be as provided for in the Insurance Policy and must be mailed to the Department's Contract Manager.

**8.15 Quarterly Reporting Requirements**

The Contractor shall coordinate with the Department on quarterly reporting issues. All Named Insured will report to the Department an insured value each quarter of the annual policy period.

The quarterly reports close on September 5, December 5, March 5, and June 5 of each policy period. The Contractor shall use this report to determine if any policy limits need to be increased as a result of quarterly reported Total Insured Values.

Individual Named Insured inventories will be provided by the Department upon request by the Contractor.

**8.16 Post Policy Premium Audit**

The Contractor or Underwriter will conduct an annual post Policy Premium audit. The audit will consist of an evaluation of the Department reported annual values and the initial Premiums paid by each Named Insured versus the quarterly reported values provided by the Department and the associated earned Premiums over the policy period.

For the Named Insured whose quarterly reported values provided by the Department are greater than that declared at inception of the Policy, the earned Premiums would exceed the initial Premium paid by that Named Insured. In these cases, the Contractor will issue an audit invoice to each Named Insured owing an additional Premium for coverage provided during the audited Policy Period and provide the audit invoice to the Department.

For the Named Insured whose quarterly values provided by the Department are less than that declared at the inception of the Policy, the earned Premium will be less than what was paid as an initial Premium, and that Named Insured will be due a refund for unused coverage. In these cases, the Contractor or Underwriter will issue an audit refund check in the name of each Named Insured due a refund and provide the audit refund checks to the Department.

Audit invoices shall include the appropriate Named Insured and shall be provided to the Department to review for accuracy. Audit refund checks shall be issued payable to the individual Named Insured and shall also be provided to the Department to review for accuracy. The Department will notate any audit invoice or audit refund check received in



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the Contract file and forward the additional invoice or refund check directly to the appropriate Named Insured.

**9. Payments**

Payments by Named Insured shall be made in accordance with sections 215.422 and 287.0585, F.S.

**10. Ad-hoc Report**

The Department reserves the right to require additional information pertaining to the Contract.

**11. Contract Transition**

Upon Contract expiration or termination, the Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent broker/insurer necessary to transition the products and services of the Contract. The Contractor and subsequent broker/insurer assume all expenses related to the Contract transition.

**12. Other Fees and Charges**

The State requires additional assessments for specific insurance coverage types including, but not limited to, property and casualty insurance premiums except for those exempted by statute (workers' compensation, medical malpractice, and national flood insurance).

Brokers and/or Insurers shall not include surplus line tax fees in the cost of this coverage, in accordance with section 626.932(4), Florida Statutes.

Fees or charges not indicated on Attachment G, Price Sheet, unless provided by law, are prohibited.



**Contract No. 84131512-21-ITB  
EDPE Insurance  
Exhibit D (continued)  
Certification Requirements for Responsiveness**

Attachment F of the solicitation document (Certification Requirements for Responsiveness) as completed and submitted by the Broker is provided on the following page.



Solicitation No. 21-84131512-ITB  
EDPE Insurance  
Attachment F  
Certification Requirements for Responsiveness

<p>The Bidder certifies that it is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001.</p>
<p>The Bidder certifies that it is in compliance with Section 9 of the <a href="#">PUR 1001 form</a>, as modified by the ITB's Special Instructions.</p>
<p>The Bidder certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and is not participating in a boycott of Israel.</p>
<p>The Bidder certifies that if awarded a Contract, it will provide a PDF file of its current and active registration with the Florida Department of State, Division of Corporations, or, if exempt from registration, a statement to that effect noting the basis for the exemption, prior to Contract execution. For additional information, please visit <a href="https://dos.myflorida.com/sunbiz/">https://dos.myflorida.com/sunbiz/</a>.</p> <p>NOTE: Foreign entities are required to obtain a Florida Certificate of Authority pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.</p>
<p>The Bidder certifies that within the last year (i.e., within the last 365 days), it has not had a contract terminated under section 448.095(2)(c), F.S., by a public employer, as defined by section 448.095(1)(i), F.S.</p>
<p>The Bidder certifies that the Broker's key management personnel assigned to securing the Insurance Policy will maintain current and active insurance license(s) required to provide the services contemplated herein.</p>
<p>The Bidder certifies that the Bidder and the selected Insurer possess a valid and current certificate of authority to transact insurance, in accordance with section 624.404, Florida Statutes, or are an eligible surplus lines insurer in accordance with section 626.918, Florida Statutes.</p>
<p>The Bidder certifies that the Bidder and the selected Underwriter have 10 years of experience in the placement and account management of the insurance coverage described in this ITB.</p>

**Bidder should note the other responsiveness requirements indicated in section 3.5 of the ITB.**

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Responsiveness Requirements listed above.

Arthur J. Gallagher Risk Management Services, Inc.

4/13/202

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

*Zeb Holt*  
\_\_\_\_\_  
Signature of Bidder's Authorized Representative

4/13/2021

\_\_\_\_\_  
Date

Bid: State of Florida Electronic Data Processing Equipment Insurance Policy  
ITB No: 21-84131512-ITB

Equipment Type	Quarter ending 6/5/2020	Quarter ending 9/5/2020	Quarter ending 12/5/2020	2/5/2021-Values	4 Quarter average TIV
EDPE Owned	\$ 259,049,053.66	\$ 291,669,398.14	\$ 282,997,509.82	\$ 262,646,469.28	\$ 274,090,607.73
EDPE Leased/Rented/Bor	\$ 12,061,798.64	\$ 15,029,559.35	\$ 13,518,883.34	\$ 8,997,186.12	\$ 12,401,856.86
M&S Owned	\$ 5,104,308.46	\$ 5,162,148.84	\$ 37,108,946.42	\$ 6,030,124.85	\$ 13,351,382.14
M&S Leased/Rented/Borro	\$ 7,648,796.99	\$ 7,846,086.99	\$ 10,340,567.60	\$ 2,109,306.99	\$ 6,986,189.64
	<b>\$ 283,863,957.75</b>	<b>\$ 319,707,193.31</b>	<b>\$ 343,965,907.18</b>	<b>\$ 279,783,087.24</b>	<b>\$ 306,830,036.37</b>

Please note: values listed above are for informational purposes only and are used for the four quarter average TIV on this Price Sheet.

#	Equipment Type	4 Quarter Average TIV	Policy Period 1 6/5/21-6/5/22		Policy Period 2 6/5/22-6/5/23		Policy Period 3 6/5/23-6/5/24		Policy Period 4 6/5/24-6/5/25	
			Rate Per \$100 of Insured Value	Premium	Rate Per \$100 of Insured Value	Premium	Rate Per \$100 of Insured Value	Premium	Rate Per \$100 of Insured Value	Premium
1	EDPE Owned	\$ 274,090,607.73	0.04%	\$ 109,636.24	0.04%	\$ 109,636.24	\$ -	\$ -	\$ -	\$ -
2	EDPE Leased/Rented/Borrowed	\$ 12,401,856.86	0.33%	\$ 40,926.13	0.33%	\$ 40,926.13	\$ -	\$ -	\$ -	\$ -
3	M&S Owned	\$ 13,351,382.14	0.04%	\$ 5,340.55	0.04%	\$ 5,340.55	\$ -	\$ -	\$ -	\$ -
4	M&S Leased/Rented/Borrowed	\$ 6,986,189.64	0.33%	\$ 23,054.43	0.33%	\$ 23,054.43	\$ -	\$ -	\$ -	\$ -
<b>Premium Sub-Total</b>				<b>\$ 178,957.35</b>		<b>\$ 178,957.35</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Assessments or Fees</b>										
	<Insert Name of Assessment or Fee>		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
	<Insert Name of Assessment or Fee>		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
	<Insert Name of Assessment or Fee>		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<b>Total Premium Including Any Assessments or Fees</b>				<b>\$ 178,957.35</b>		<b>\$ 178,957.35</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Discounted Premium Including Any Assessments or Fees</b>				<b>\$ 178,957.35</b>		<b>\$ 175,242.21</b>		<b>NO BID</b>		<b>NO BID</b>
<b>Calculated Premium</b>				<b>\$ 177,099.78</b>						



11575 Great Oaks Way, Suite 200  
Alpharetta, GA 30022

Telephone (678) 795-4000  
Facsimile (404) 264-6840

May 10, 2021

Maritime Program Group, a subsidiary of One80 Intermediaries  
Licensed Producer:

c/o: Alison Kelly  
1709 Mt Vernon Rd Ste A  
Atlanta, GA 30338

Subject: Named Insured: State of Florida, c/o the Department of Management  
Services, Division of State Purchasing  
Policy Type: Inland Marine EDP and Scientific Equipment  
Policy Number: 6696877  
Writing Company: Federal Insurance Company

Dear Alison:

We are pleased to offer the enclosed quotation for State of Florida for the period of 06/05/2021 to 06/05/2022. For your convenience, we have formatted our quotation in a “presentation-ready” layout.

Chubb’s Inland Marine approach is to work with Maritime Program Group, a subsidiary of One80 Intermediaries, and the management of State of Florida to specifically tailor coverage for their inland marine insurance needs.

This quote letter outlines the extent of coverage we will provide on this risk. Coverage is subject to the terms and conditions of the policy as issued. Our quotation is valid for 30 days from the date of this letter or until the effective date of the Policy Period, whichever comes first. The commission rate for this policy is 20.00 %.

“Terrorism” refers to terrorism losses covered by the Terrorism Risk Insurance Act of the United States of America (15 USC 6701 note). Please refer to the Important Notice to Policyholders which outlines both the Federal Government’s and the Insurance Company’s obligation of payment under the Terrorism Risk Insurance Act.

This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance. To the extent any such prohibitions apply, this proposal is void ab initio.

This information is intended for producers that are properly licensed and authorized in at least one of the writing companies that comprise the Chubb Group of Insurance Companies (Chubb). If you are not a licensed and authorized Chubb producer, please direct this communication to the person in your office that holds such designations and contact Chubb to update the contact information for this policy.

Information contained in this proposal is descriptive only. This proposal contains highlights or typical features available in our policies. These features are subject to change based upon underwriting and may or may not be available or apply to your policy. The precise coverage afforded is subject to the terms and conditions of the policies issued. The Company reserves the right, in its sole discretion, to amend or withdraw this Proposal if the Company becomes aware of any new, corrected or updated information that the Company reasonably believes would change its underwriting evaluation.

This quotation/proposal contemplates an integrated insurance program that includes all of the lines of business, terms and conditions outlined. The pricing and terms and conditions shown in this quotation/proposal cannot be separated. As such, if you reject individual components of the quote/proposal or any part of the program is cancelled and/or non-renewed, the terms and conditions of the remaining portion of the account are subject to reevaluation by the Company and all elements including program structure, pricing, as well as other terms and conditions will be subject to change.

For promotional purposes, Chubb refers to member insurers of the Chubb Group of Insurance Companies underwriting coverage: Federal Insurance Company, Vigilant Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Northwestern Pacific Indemnity Company, Texas Pacific Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb National Insurance Company, Chubb Lloyds Insurance Company of Texas. Not all insurers do business in all jurisdictions.

If you have any questions, please do not hesitate to call.

Sincerely,

**Haley Brock, CPCU, ARM**  
Underwriter, Inland Marine

11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022, USA  
O 678.795.4522 M 678.283.2879  
E [haley.brock@chubb.com](mailto:haley.brock@chubb.com)

**ELECTRONIC DATA PROCESSING and SCIENTIFIC EQUIPMENT  
QUOTATION**

**Named Insured:** State of Florida, c/o the Department of Management Services,  
Division of State Purchasing  
**Policy Period:** 06/05/2021 to 06/05/2022  
**Policy Number:** 6696877  
**Writing Company:** Federal Insurance Company

<b>Limits of Insurance:</b>	\$306,830,038	any one occurrence, not to exceed:
	\$274,090,608	Owned EDP
	\$12,401,857	Leased EDP
	\$13,351,383	Owned Scientific Equipment
	\$6,986,190	Leased Scientific Equipment
	\$50,000	EDP Property - in Transit
	\$100,000	Scientific Equipment - in Transit
	\$300,000	Maximum any one item Scientific Equipment
	\$not covered	Flood any one occurrence
	\$not covered	Flood annual aggregate
	\$not covered	Earthquake any one occurrence
	\$not covered	Earthquake annual aggregate;

<b>Deductible:</b>	\$500	Per occ. Claims < \$10,000
	\$2,500	Per occ. Claims = or > \$10,000
	\$100,000	Per occ. Wind leased equipment

**Coverage:** See Attached, and/or as per Additional Provisions below

**Total Insured Values:** \$ 306,830,038

<b>Policy Premium:</b>	\$114,977	Owned EDP (including CAMLS) and Scientific Equipment
	\$63,981	Leased EDP (including CAMLS) and Scientific Equipment

\$ **178,958** Deposit

Terrorism: \$TBD

**Reporting:** Quarterly

**See next page for terms and pricing.**



**RATES:**

<i>Owned EDP (including CAMLs) and Scientific Equipment</i>	<i>.04</i>	<b>\$ 287,441,991</b>	<u>\$114,977</u>
<i>Leased EDP (including CAMLs) and Scientific Equipment</i>	<i>.33</i>	<b>\$ 19,388,047</b>	<u>\$63,981</u>

## Additional Endorsements:

- *Coverage Territory for Electronic Data Processing Property – Worldwide as per expiring*
- *Owned Equipment- coverage excluded for fire, lightning, aircraft, or self-propelled missiles, explosion, wind, windstorm, hail, smoke, riot or civil commotion, sinkhole collapse, frost or cold weather, ice, snow or sleet, vehicles as per expiring*
- *Limits of Insurance Endorsement as per expiring, except no separate sub-limits for Owned USF CAMLS EDP or Leased USF CAMLS Scientific Equipment, no coverage provided for UCF IT Owned EDP, and no coverage provided for Flood any one occurrence/annual aggregate or Earthquake any one occurrence/annual aggregate*
- *Policy Deductible Endorsement as per expiring*
- *Rate Charge Endorsement as per expiring, except no coverage provided for UCF IT Owned EDP*
- *Windstorm Endorsement as per expiring*
- *Definition Endorsement as per expiring*
- *Sub-Producer and Countersigning Endorsement as per expiring*
- *Named Insured Endorsement to include the following:*
  - Agency for Health Care Administration*
  - Agency for Persons with Disabilities*
  - Department of Agriculture and Consumer Services*
  - Department of Business and Professional Regulation*
  - Department of Corrections*
  - Department of Children and Families*
  - Department of Emergency Management*
  - Department of Financial Services*
  - Department of Management Services*
  - Department of Management Services – Division of Retirement*
  - Department of Management Services- Digital Services*
  - Department of Elder Affairs*
  - Department of Health*
  - Department of State*
  - Department of Transportation*
  - Florida Agricultural and Mechanical University*
  - Florida Gulf Coast University*
  - Florida International University*
  - Florida Polytechnical University*
  - Florida School for the Deaf and Blind*
  - Florida State University*
  - Justice Administrative Commission*
  - New College of Florida*
  - Office of the Legislature - Auditor General*
  - Office of the Legislature - Economic and Demographic Research*
  - Office of the Legislature - House of Representatives*
  - Office of the Legislature - Office of Legislative Services*
  - Office of the Legislature - Office of Program Policy Analysis and Government Accountability*
  - Office of the Legislature - Senate*
  - Public Service Commission*
  - State Board of Administration*

*Office of the State Courts Administrator  
University of Central Florida  
University of Florida  
University of North Florida  
University of South Florida  
University of South Florida – BYRD Alzheimer’s Institute  
University of South Florida – Center for Advanced Medical Learning and Simulation (CAMLs)  
University of West Florida  
Florida Atlantic University  
Agency for State Technology*

- *Loss Payee Endorsement as per expiring*
- *Flood Definition Endorsement as per expiring*
- *Virus, Bacteria Or Microorganism Exclusion Added Endorsement to be attached. See sample language attached; final wording to be agreed.*

**Option:**

1. This quote is available for a Multi-Year Period of 06/05/2021 to 06/05/2023, subject to 18% broker commission in the second year and subject to the updated Multi-Year Program Conditions Endorsement in which the Loss Ratio trigger will be forty-five percent 45%. The Multi-Year Program Conditions Endorsement will be amended to:

Consider a 12-month period of insurance in respect of losses under the immediately preceding Policy period and under this Policy when calculating the Loss Ratio;

Replace net earned premium with gross earned premium in section A. PREMIUM ADJUSTMENT PROVISIONS, item 1. Loss Ratio Clause;

Remove section A. PREMIUM ADJUSTMENT PROVISIONS, item 2. Acquisition/Divestiture Clause;

Amend section B. ANNIVERSARY REVIEW PROVISION to read similar to the following:

- For the purpose of the PREMIUM ADJUSTMENT PROVISIONS above, a review shall be conducted by the Company ninety (90) days prior to each anniversary date of the Policy during the Multi-Year Period to establish whether any of the conditions set forth in the PREMIUM ADJUSTMENT PROVISIONS apply and to determine whether any increased or reduced premium for the subsequent 12-month period will apply. Any such change in premium due at anniversary shall be confirmed by the Company at least sixty (60) days prior to the anniversary date. For review purposes, the Company shall consider a rolling twelve-month period of time beginning 03/05/2021 inclusive of multiple policies.

All other terms and conditions remain unchanged.

Final wording to be agreed.

Subject to the following prior to binding:

1. Equipment schedule including the sum of equipment per participating state agency

“Terrorism” refers to terrorism losses covered by the Terrorism Risk Insurance Act of the United States of America (15 USC 6701 note). Please refer to the Important Notice to Policyholders which outlines both the Federal Government’s and the Insurance Company’s obligation of payment under the Terrorism Risk Insurance Act.

Please note the underwriting company in which this quote is being offered. All insurers of the Chubb Group of Insurance Companies share the same financial ratings.

The portion attributable to Taxes and Surcharges is an estimate. The Insured is responsible for the total amount, if bound, shown on the premium bill and/or premium summary, regardless of the amount shown above.

**CHUBB®**

# ELECTRONIC DATA PROCESSING & SCIENTIFIC EQUIPMENT

## Coverage Summary

**Covered Property:** Electronic data processing equipment, meaning data processing systems; electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and equipment, component parts and related peripheral equipment, including air conditioning

and fire protective equipment, used solely for data processing operations, you own or in your care, custody or control.

**Covered Property:** Scientific equipment, meaning equipment used for scientific and medical research or equipment used for medical diagnosis, you own or in your care, custody or control.

The above are some features of our policy form 04-02-0590 and are descriptive only. Modifications to this description may be contained elsewhere in this quote letter. The precise coverage afforded is subject to the terms and conditions of the policy as issued.

**Perils:** Direct physical loss or damage from a peril not otherwise excluded.

**Valuation:** Replacement cost, unless otherwise specified.

## Additional Coverage!

\$1,000,000 Newly Acquired Premises (180 days)  
 \$ 500,000 Newly Acquired Property (180 days)  
 \$ 100,000 Newly Acquired Media or Duplicates (180 days)  
 \$ 150,000 Debris Removal  
 \$ \*See Limits of Insurance Above\* Transit  
 \$ 25,000 Fire Department Service Charges  
 \$ 25,000 Inventory or Appraisals  
 \$ 50,000 Pollutant Clean-Up (annual aggregate)  
 \$ 10,000 Fire Protection Equipment Refill

## Some Unique Features

- ★ Valuation includes pro-rated cost for the unused portion of non-refundable *extended warranties*, maintenance contracts or service contracts purchased, which are no longer valid on lost or damaged equipment that is repaired or replaced.
- ★ No coinsurance.
- ★ No exclusions for atmospheric condition and temperature changes, breakage, inherent vice or disappearance.
- ★ Recoveries from salvage or subrogation accrue to your benefit *first* to make up the deductible, coinsurance penalty or inadequate limit, *before* it accrues to our benefit.

## Extensions of Coverage

**Removal --** We pay for any direct physical loss or damage to covered property while it is being moved to or while stored at another location for up to 180 days or the cost to remove covered property from a premises to preserve it from loss or damage caused by or resulting from a peril not otherwise excluded.

## Chubb Services & Qualities

**Commitment:** For more than 40 years, we have underwritten Inland Marine insurance. That's why we understand loss prevention, loss valuation methods, security techniques, and effective management practices that are unique to Inland Marine.

**Claim Handling:** We treat policyholders fairly and respond quickly when a loss occurs - usually within 24 hours of notification. Chubb continues to receive high ratings for financial stability from A.M. Best, Standard & Poors and Moody's.

**Loss Control:** Our global network of loss control consultants can help you minimize the size of losses. We're also available for damage control should a loss occur. Chubb experts have, on average, 15 years of on-the-job, practical experience and some are specialists in contractors' equipment. More than 70% hold professional designations and 20% hold advanced degrees in areas such as business administration and engineering.

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

**Mailing Date** May 10, 2021

**Insured Name** State of Florida, c/o the Department of Management Services, Division of State Purchasing

**Mailing Street Address** 4050 Esplanade Way, Suite 360

**Mailing City, State, Zip** Tallahassee, Florida 32399

Policy Type	Policy Number	Effective Date	Underwriting Company
Inland Marine	6696877	06/05/2021	Federal Insurance Company

**CHUBB®**

**IMPORTANT NOTICE TO POLICYHOLDER  
TERRORISM RISK INSURANCE ACT**

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal Share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to insurance for such acts of terrorism is: \$ TBD

**If you elect not to purchase coverage for terrorism and your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown here for Ensuing Fire is the amount attributable to the insurance provided pursuant to that statutory standard fire policy. This coverage cannot be rejected. That amount is \$ TBD**

*Important Notice*

*Form 99-10-0728 (Rev.01-15)*

*Inland Marine - Important Notice to Policyholder*

*Page 1 of 3*

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**Mailing City, State, Zip** Tallahassee, Florida 32399

<b>Policy Type</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Underwriting Company</b>
Inland Marine	6696877	06/05/2021	Federal Insurance Company

**Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.**

**If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.**

**If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.**

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

**Mailing Date**                      May 10, 2021

**Insured Name**                     State of Florida, c/o the Department of Management Services, Division of State Purchasing

**Mailing Street Address**        4050 Esplanade Way, Suite 360

**Mailing City, State, Zip**        Tallahassee, Florida 32399

Policy Type	Policy Number	Effective Date	Underwriting Company
Inland Marine	6696877	06/05/2021	Federal Insurance Company

**Rejection of terrorism insurance:**

I hereby reject terrorism insurance and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism.

**Policyholder/Applicant's Name:** \_\_\_\_\_

**Policyholder/Applicant's Signature:** \_\_\_\_\_

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

## ***Inland Marine Insurance***

### ***Endorsement***

*Policy Period* JUNE 5, 2021 TO JUNE 5,2022  
*Effective Date* JUNE 5, 2021  
*Policy Number* 0669-68-77 IOG  
*Insured* State of Florida, c/o the Department of Management Services,  
Division of State Purchasing  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued*

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This Endorsement applies to the following forms:

ELECTRONIC DATA PROCESSING PROPERTY  
SCIENTIFIC EQUIPMENT

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The following is added to the forms shown above.

### ***Exclusion Endorsement***

#### ***Virus, Bacteria Or Microorganism***

This insurance does not apply to loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Virus, Bacteria Or Microorganism exclusion does not apply to the extent insurance is provided under the Fungus Clean-up Or Removal Extension Of Coverage or the Fungus Clean-up Or Removal Additional Coverage.

[This exclusion supersedes any exclusion relating to pollutants or contaminants.](#)

All other terms and conditions remain unchanged.

*Authorized Representative*

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