



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Is Item Included In Current Budget? Yes  No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No

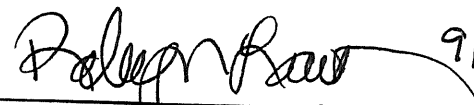
Budget Account Exp No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Rev No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

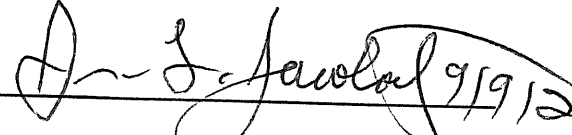
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

C. Departmental Fiscal Review: 

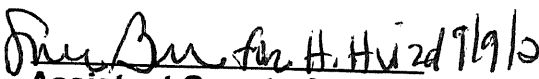
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

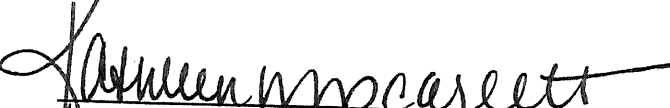
 9/7/21  
 OFMB 83124

 9/19/21  
 Contract Administration  
 9-8-21 TW

**B. Legal Sufficiency:**

 9/19/21  
 Assistant County Attorney

**C. Other Department Review:**

  
 Department Director

This summary is not to be used as a basis for payment.

**Page 3 - Background and Justification (continued)**

In addition to the placement of coverage, the broker also provides, for no additional fee, property appraisal services, insurance staffing, and use of relevant software programs to the County. The vast insurance coverages purchased by the County, as well as the risks associated with the everyday services provided by the County, require a broker who has an extensive understanding of the County's liabilities and is proactive in suggesting cost effective ways to transfer them. Many of the policies purchased require specialized insurance carriers. These specialized carriers are not typically available to entities without the use of a large brokerage firm that has access to a wholesaler/intermediary that can assist in placing the business. Both proposers showed they are capable of performing the work associated with the County's needs; however, the Selection Committee unanimously determined that Arthur J Gallagher was the best proposer to carry out the tasks associated with servicing and obtaining the County's diverse insurance needs.

The Selection Committee was comprised of Nancy Bolton, Assistant County Administrator; Scott Marting, Director of Risk Management; Jacqueline Binns (Chairperson), Manager of Property and Liability; Tonya Davis-Johnson, Director of the Office of Equal Business Opportunity; and Lisa Master, Director of Budget. Scoring was based on seven (7) separate criteria and the cumulative scores are below:

<b>Arthur J Gallagher - AJG</b>	<b>Cumulative Score</b>
Broker Experience, Qualifications, Background, References	86
Team Leader Experience and Qualifications	67.5
Service Team Experience and Qualifications	64.5
Approach to Servicing Account	84
Additional Services	41
Price Proposal	51
Business Location / Local Preference	25
	419

<b>Brown and Brown - PRIA</b>	<b>Cumulative Score</b>
Broker Experience, Qualifications, Background, References	80
Team Leader Experience and Qualifications	58.5
Service Team Experience and Qualifications	57
Approach to Servicing Account	76
Additional Services	36
Price Proposal	61.5
Business Location / Local Preference	25
	394

**CONTRACT FOR  
INSURANCE BROKER SERVICES  
(Contract No. 21-040/DP)**

This Contract No. 21-040/DP is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Arthur J. Gallagher Risk Management Services, Inc., 2255 Glades Road, Ste. 240W, Boca Raton, Florida 33431, a corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE BROKER.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE BROKER agree as follows:

**ARTICLE 1 - SERVICES**

The SERVICE BROKER's responsibility under this Contract is to provide Insurance Broker Services to the Risk Management Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, SERVICE BROKER's proposal dated May 4, 2021, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Jacqueline Binns, Property & Casualty Insurance and Claims Manager, telephone number (561) 233-5422 or designee.

The SERVICE BROKER's representative/liaison during the performance of this Contract shall be Judith A. Arenz, CPCU, Area Senior Vice President, telephone number (561) 998-6780.

**ARTICLE 2 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFP No. 21-040/DP and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, SERVICE BROKER's proposal dated May 4, 2021; and (4) all other documents, if any, cited herein or incorporated herein by reference.

**ARTICLE 3 - SCHEDULE**

The SERVICE BROKER shall commence services on October 1, 2021, and complete all services by September 30, 2022, with four (4) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.



#### ARTICLE 4 - PAYMENTS TO SERVICE BROKER

- A. For performance of the services set forth above, COUNTY agrees to allow SERVICE BROKER to earn compensation from insurance carriers in an amount not to exceed Two Hundred Eighty Thousand Dollars (\$ 280,000.00) per year. The compensation will be paid by commissions earned by the SERVICE BROKER for placements of insurance policies. The SERVICE BROKER will provide the COUNTY with documentation acceptable to the COUNTY which denotes how much and where commissions were earned by the SERVICE BROKER.
- B. Commission Fees: The SERVICE BROKER shall be entitled to commission on all insurance it placed for COUNTY during the Contract term and up to six (6) months after expiration or termination of the Contract. The SERVICE BROKER shall provide to COUNTY a yearly report of total compensation received. The COUNTY shall be entitled to a refund of fees due to rebates of money in excess of the quoted fee to the COUNTY during the Contract term, up to one (1) year after expiration or termination of the Contract.
- C. SERVICE BROKER shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the SERVICE BROKER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the SERVICE BROKER must ensure that the following information included on Appendix C, Business Information, of Exhibit B, SERVICE BROKER's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE BROKER will clearly state "final invoice" on the SERVICE BROKER's final/last billing to the COUNTY. This shall constitute SERVICE BROKER's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the SERVICE BROKER.
- E. In order to do business with Palm Beach County, SERVICE BROKERS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If SERVICE BROKER intends to use

subcontractors/subconsultants, SERVICE BROKER must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the SERVICE BROKER and all of its subcontractors/subconsultants are registered in VSS.

**ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

**ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER**

Signature of this Contract by the SERVICE BROKER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the SERVICE BROKER's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the SERVICE BROKER warrants that the price(s) shall not exceed the SERVICE BROKER's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the SERVICE BROKER offers more favorable pricing to one of its customer(s), the SERVICE BROKER shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

## **ARTICLE 7 - TERMINATION**

- A. This Contract may be terminated by the SERVICE BROKER upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE BROKER.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the SERVICE BROKER or **without cause** upon ten (10) business days written notice to the SERVICE BROKER. Unless the SERVICE BROKER is in breach of this Contract, the SERVICE BROKER shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.
- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the SERVICE BROKER shall:
  - 1. Stop work on the date and to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
  - 4. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 8 - PERSONNEL**

The SERVICE BROKER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE BROKER, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE BROKER's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The SERVICE BROKER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE BROKER's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

#### **ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK**

The SERVICE BROKER, SERVICE BROKER's employees, subcontractors of SERVICE BROKER and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The SERVICE BROKER is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the SERVICE BROKER acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the SERVICE BROKER(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The SERVICE BROKER shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the SERVICE BROKER or its subcontractor(s) terminates an employee who has been issued a badge, the SERVICE BROKER must notify the COUNTY within two (2) hours. At the time of termination, the SERVICE BROKER shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the SERVICE BROKER if the SERVICE BROKER: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated SERVICE BROKER employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 10 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE BROKER is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the SERVICE BROKER uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the SERVICE BROKER uses subcontractors, SERVICE BROKER must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE BROKER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 11 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES**

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of SERVICE BROKER from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The SERVICE BROKER must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 11 is a material breach of this Contract.

- i. SERVICE BROKER shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

SERVICE BROKER shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the SERVICE BROKER. In the event of a disputed

invoice, the SERVICE BROKER shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. SERVICE BROKER must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The SERVICE BROKER agrees to pay its subcontractors/suconsultants in compliance with the Florida Prompt Payment Act. In the event SERVICE BROKER fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, SERVICE BROKER shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review SERVICE BROKER's records and interview subcontractors/subconsultants.

**Failure to comply with this Article 11 is a material breach of this Contract.**

#### **ARTICLE 12 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the SERVICE BROKER. The SERVICE BROKER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE BROKER authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The SERVICE BROKER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 13 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

#### **ARTICLE 14 - INSURANCE REQUIREMENTS**

Prior to execution of this Contract, the SERVICE BROKER shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Donna Pagel, Purchasing Manager, until otherwise notified by the COUNTY.

The SERVICE BROKER shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including

endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by SERVICE BROKER, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE BROKER under the Contract. SERVICE BROKER agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability**: SERVICE BROKER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Workers' Compensation Insurance & Employer's Liability**: SERVICE BROKER shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- C. **Professional Liability**: SERVICE BROKER shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of SERVICE BROKER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SERVICE BROKER warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, SERVICE BROKER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the SERVICE BROKER of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. **Additional Insured Clause**: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. **Waiver of Subrogation**: SERVICE BROKER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without

an endorsement, then SERVICE BROKER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should SERVICE BROKER enter into such an agreement on a pre-loss basis.

- F. **Certificates of Insurance**: Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the SERVICE BROKER shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
Insurance Compliance  
PO Box 100085 - DX  
Duluth, GA 30096

- G. **Umbrella or Excess Liability**: If necessary, SERVICE BROKER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. SERVICE BROKER agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 15 - INDEMNIFICATION**

SERVICE BROKER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise,



arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of SERVICE BROKER.

**ARTICLE 16 - SUCCESSORS AND ASSIGNS**

The COUNTY and the SERVICE BROKER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE BROKER shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE BROKER.

**ARTICLE 17 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or SERVICE BROKER.

**ARTICLE 18 - CONFLICT OF INTEREST**

The SERVICE BROKER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The SERVICE BROKER further represents that no person having any conflict of interest shall be employed for said performance or services.

The SERVICE BROKER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the SERVICE BROKER's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE BROKER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would,

in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE BROKER. The COUNTY agrees to notify the SERVICE BROKER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE BROKER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE BROKER, the COUNTY shall so state in the notification and the SERVICE BROKER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE BROKER under the terms of this Contract.

#### **ARTICLE 19 – PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

The SERVICE BROKER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE BROKER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the SERVICE BROKER's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the SERVICE BROKER's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the SERVICE BROKER agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. SERVICE BROKER agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. SERVICE BROKER shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the SERVICE BROKER to sanctions from doing further business with the COUNTY.

#### **ARTICLE 20 - ARREARS**

The SERVICE BROKER shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SERVICE BROKER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 21 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The SERVICE BROKER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The SERVICE BROKER agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the SERVICE BROKER's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the SERVICE BROKER or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or SERVICE BROKER, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the SERVICE BROKER and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The SERVICE BROKER is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE BROKER's sole direction, supervision, and control. The SERVICE BROKER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE BROKER's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE BROKER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

### **ARTICLE 23 - CONTINGENT FEE**

The SERVICE BROKER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE BROKER, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE BROKER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

### **ARTICLE 24 – PUBLIC RECORDS, ACCESS AND AUDITS**

The COUNTY shall have the right to request and review SERVICE BROKER's books and records to verify SERVICE BROKER's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The SERVICE BROKER shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. SERVICE BROKER shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the SERVICE BROKER: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the SERVICE BROKER shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The SERVICE BROKER is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The SERVICE BROKER further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the SERVICE BROKER does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the SERVICE BROKER shall transfer, at no cost to the COUNTY, all public records in possession of the SERVICE BROKER unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the SERVICE BROKER transfers all public records to the COUNTY upon completion of the Contract, the SERVICE BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SERVICE BROKER keeps and maintains public records upon completion of the Contract, the SERVICE BROKER shall meet all applicable requirements for retaining public records. All records stored electronically by the SERVICE BROKER must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

SERVICE BROKER acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the SERVICE BROKER to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE SERVICE BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 25 – NON-DISCRIMINATION**

**A. Employer Non-Discrimination**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach

County Resolution R-2017-1770, as may be amended, the SERVICE BROKER warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

**B. Commercial Non-Discrimination**

As a condition of entering into this Contract, the SERVICE BROKER represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the SERVICE BROKER shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the SERVICE BROKER retaliate against any person for reporting instances of such discrimination. The SERVICE BROKER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The SERVICE BROKER understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. SERVICE BROKER shall include this language in its subcontracts.

**ARTICLE 26 - AUTHORITY TO PRACTICE**

The SERVICE BROKER hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 27 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 28 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the SERVICE BROKER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 29 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the SERVICE BROKER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if SERVICE BROKER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
  
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the SERVICE BROKER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by SERVICE BROKER, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

**ARTICLE 30 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the SERVICE BROKER of the COUNTY's notification of a contemplated change, the SERVICE BROKER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the SERVICE BROKER's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the SERVICE BROKER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the SERVICE BROKER shall not commence work on any such change until such written amendment is signed by the SERVICE BROKER and approved and executed on behalf of Palm Beach County.

### **ARTICLE 31 - NOTICE**

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director  
Purchasing, Palm Beach County  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

With a copy to:

Scott Marting, Director  
Risk Management Department  
Palm Beach County  
100 Australian Ave., Ste. 200  
West Palm Beach, FL 33406

If sent to the SERVICE BROKER, notices shall be addressed to:

Zeb Holt, Regional Executive Vice President  
Arthur J. Gallagher Risk Management Services, Inc.  
2255 Glades Road, Ste. 240W  
Boca Raton, FL 33431

### **ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the SERVICE BROKER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.



**ARTICLE 33 – REGULATIONS; LICENSING REQUIREMENTS**

The SERVICE BROKER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SERVICE BROKER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 34 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. SERVICE BROKER shall execute by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 35 – E-VERIFY – EMPLOYMENT ELEGIBILITY**

SERVICE BROKER warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of SERVICE BROKER's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

SERVICE BROKER shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. SERVICE BROKER shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that SERVICE BROKER has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that SERVICE BROKER's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify SERVICE BROKER to terminate its contract with the subconsultant and SERVICE BROKER shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, SERVICE BROKER shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, SERVICE BROKER shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and SERVICE BROKER has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Dave Kerner, Mayor

WITNESSES:

SERVICE BROKER:

Judith Arenz  
Signature

Arthur J. Gallagher Risk Management  
Services, Inc.  
Company Name

JUDITH ARENZ  
Name (type or print)

BY: Zeb Holt  
Signature

Jane Centorino  
Signature

Zeb Holt  
Typed Name

JANE CENTORINO  
Name (type or print)

Regional Executive Vice President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

BY: [Signature] For A. Helfant  
County Attorney

BY: [Signature]  
Department Director

**EXHIBIT A**  
**SCOPE OF WORK/SERVICES**  
**Contract No. 21-040/DP**

**1. PURPOSE**

SERVICE BROKER shall be a qualified insurance broker that shall market and place all of Palm Beach County's (COUNTY) commercially purchased coverage, and provide other insurance services to COUNTY as are customarily performed by a commercial insurance brokerage firm. The SERVICE BROKER will work closely with the COUNTY to determine COUNTY's insurance needs and direct the Self-Insured Retention Program.

**2. BACKGROUND INFORMATION**

Palm Beach County is geographically the second largest county in Florida covering some 1,970 square miles of land including 45 miles of coastline. It is the third largest county in Florida by population with just under 1.5 million people.

The Palm Beach County Board of County Commissioners owns and operates some 975 buildings including the property of the seven (7) Constitutional Officers: the Palm Beach County Sheriff, Clerk of Court, Property Appraiser, Tax Collector, Supervisor of Elections, Public Defender, and State Attorney. The COUNTY also owns and insures the property occupied by the Palm Beach County Health Department in accordance with Florida Statutes Chapter 274.11.

The Palm Beach County Risk Management Department oversees the COUNTY's insurance program including the purchase of insurance coverage, and maintenance of the property schedule. The Department is composed of approximately thirty (30) full-time employees and contractors in seven (7) Divisions. The Divisions are Administration, Occupational Health which operates the County's Clinic, Group Insurance, Employee Safety and Loss Control, Workers' Compensation, Employee Assistance, and Property and Casualty. The Property & Casualty Insurance and Claims Manager manages the insurance program.

**3. EXPOSURES**

**A. Overview of County's Property Exposures**

There are approximately 975 buildings at over 325 locations ranging in age from new construction back to the 1950's that are currently included on the COUNTY's Statement of Values. The total insurable values exceed \$2.6 billion. Individual building values range from \$100,000 to \$205,000,000. The three (3) highest value properties from highest to lowest are the Main Terminal at the Palm Beach

International Airport, the Main Jail, and the Main Courthouse. These three properties are located in West Palm Beach.

The following list includes the types and approximate number of property including vehicles owned by the COUNTY:

- 975 buildings
- 1 Major-league baseball stadium
- 7 Water and Wastewater plants
- 90 Parks
- 6 Aquatic Centers
- 3 Water parks
- 4 Golf Courses
- 16 Libraries
- 4 Airports (1 International and 3 Commuter)
- 3 Jails
- 4 Courthouses
- 2,370 Vehicles
- 169 Mass Transit Buses

The COUNTY's Department of Airports, Facilities Development & Operations Department, Water Utilities Department, Parks and Recreation Department, and Engineering Department all have the authority to construct new or renovate existing structures in the county. Each coordinates with the Risk Management Department to ensure that new buildings are added to the Statement of Values.

With the exception of the properties of the Water Utilities Department (WUD), the valuations for real property and improvements other than buildings are determined by the current SERVICE BROKER through appraisal of the property. Due to the specialized nature of WUD's properties, WUD determines its own values which are published each year its annual report. COUNTY relies heavily on the SERVICE BROKER in the determination of coverage limits, and also uses the catastrophe modeling analyses from AIR and RMS of the COUNTY's program.

#### **B. Overview of County's Casualty Exposures**

In addition to the casualty exposures associated with the property listed in 3.A., there are additional casualty risks posed by:

- 3,200 miles of roads and sidewalks
- 300 bridges
- Traffic signalization throughout the county area
- Beach areas
- Bus ridership of 10,000,000 passenger trips each year
- 900,000 miles driven by Palm Tran each year

**C. Overview of County’s Property Insurance Program**

The commercially purchased excess property insurance is a layered program over a \$1,000,000 self-insured retention excluding wind which has a 4% deductible. Coverage is provided on an, “all risk” policy form inclusive of flood, earthquake, and wind for replacement cost. Claims within the self-insured retention are handled by Preferred Governmental Claim Solutions, Inc. (PGCS) the COUNTY’s contracted third-party claims administrator. The claims are supervised by the Property & Casualty Insurance and Claims Manager in the Risk Management Department.

Separate policies are purchased for Boiler & Machinery, Flood in Special Hazard zones, Terrorism, and Fine Arts.

**D. Overview of County’s Casualty Insurance Program**

The commercially purchased, excess insurance coverage is provided by a single manuscript policy, affording \$5,000,000 of general, auto, and errors & omissions liability coverage in excess of a \$500,000 self-insured retention for all agencies except Palm Tran which has a \$200,000 self-insured retention. The claims are currently administered by Preferred Governmental Claim Solutions (PGCS). The contract period is October 1, 2018, to September 30, 2023, if all available renewal options are exercised. The claims are overseen by the Property & Casualty Insurance and Claims Manager in the Risk Management Department.

Separate liability policies are purchased for other risks.

**E. Overview of County’s Workers’ Compensation Insurance Program**

The commercially purchased excess workers’ compensation insurance is provided by a single carrier over a \$2,000,000 self-insured retention. The claims are currently administered by Preferred Governmental Claim Solutions (PGCS). The contract period is November 1, 2019, to October 31, 2024, if all available renewal options are exercised. The claims are overseen by the Workers’ Compensation Claims Manager in the Risk Management Department. Employee training for all employees is provided by the Employee Safety and Loss Control Division in the Risk Management Department.

**4. SCOPE OF WORK**

The SERVICE BROKER shall be responsible for rendering all of the following professional services, including other services not defined herein that are usual and customary to that of an insurance broker which may become necessary during the term of the Contract.

#### **4.1 Standards of Conduct**

- A. SERVICE BROKER shall comply and maintain the standard of conduct and ethical behavior as required by law and industry standards in rendering professional insurance services to COUNTY.
- B. SERVICE BROKER shall act in COUNTY's best interest.

#### **4.2 Staffing Resources**

- A. SERVICE BROKER shall assign a local, experienced team leader and adequately staffed service team to meet the COUNTY's needs.
- B. SERVICE BROKER shall provide at least one (1) experienced, Insurance Specialist to be able to work at COUNTY's Risk Management Offices full-time to augment the COUNTY's Property & Casualty Division. The Insurance Specialist shall have prior experience reviewing Certificates of Insurance for compliance, designating coverage requirements in contracts with third-parties, gathering underwriting data, working with a broker to purchase and renew insurance policies, maintaining a property schedule, reviewing loss/accident reports, gathering additional pertinent claims information, communicating with claimants and attorneys pursuing claim, and reporting claims to the Claims Administrator. The Insurance Specialist must be proficient with Microsoft Excel and Powerpoint to create and edit reports, and to prepare presentations.
- C. SERVICE BROKER shall provide clerical staff to complete insurance applications, collect underwriting data, document property values, and other such duties as required.

#### **4.3 General Services**

- A. SERVICE BROKER shall keep the COUNTY informed of changes in the insurance market which may affect COUNTY's insurance program or coverage.
- B. SERVICE BROKER shall provide COUNTY with a written proposal for each policy purchase or renewal including past premiums for the same coverage if applicable, competitive coverage options, or indicate why no competitive coverage options may be obtained, including the minimum earned premium, analysis to allow COUNTY to make an informed selection.
- C. SERVICE BROKER shall advise, consult, and make recommendations to COUNTY on new or existing insurance program(s) and/or coverage, and negotiate and place coverage as directed by COUNTY.

- D. SERVICE BROKER shall timely review and provide all insurance documents such as policies, binders, and endorsements for bound policies.
- E. SERVICE BROKER shall aid COUNTY, when requested, with answers to coverage questions and, or act on behalf of COUNTY in claims disputes with insurer(s).
- F. SERVICE BROKER shall provide COUNTY, when requested, with written responses on market research or market conditions relating to insurance and risk management-related matters.
- G. SERVICE BROKER shall comply with the COUNTY's agenda submission deadlines for Board of County Commissioner meetings for approval of applicable insurance purchases including, but not limited to the policy renewals:
  - 1. April 1: Excess property, excess workers' compensation, boiler and machinery, terrorism, excess liability policies.
  - 2. October 10: Airport liability and airport excess liability policies.
- H. SERVICE BROKER shall assist COUNTY in the designation of insurance requirements for COUNTY's procurement of goods and services.
- I. SERVICE BROKER shall make all reasonable efforts, based on information available, to place the COUNTY's insurance coverage with financially stable insurance companies that have the ability to meet their ongoing obligations to COUNTY.
- J. SERVICE BROKER shall provide COUNTY, on an annual basis, a full accounting of all commissions earned by SERVICE BROKER or others such as subsidiaries whether wholly owned or not.
- K. SERVICE BROKER shall monitor the Federal Emergency Management Agency's (FEMA) Robert T. Stafford Disaster Relief and Emergency Assistance Act and notify COUNTY, on a timely basis, of all proposed or enacted changes which may adversely affect the COUNTY's insurance program or may jeopardize the COUNTY's compliance with it.
- L. SERVICE BROKER shall assist COUNTY in identifying and analyzing property and liability loss exposures.
- M. SERVICE BROKER shall assist, coordinate and facilitate the implementation of property loss control recommendations between insurer(s) and COUNTY.

- N. SERVICE BROKER shall coordinate and, or facilitate the administration of claims between claims administrator, COUNTY, SERVICE BROKER and, or insurer(s).
- O. SERVICE BROKER shall coordinate and, or arrange in-person meetings, when requested, between COUNTY and insurance company underwriter(s).
- P. SERVICE BROKER shall agree to provide other services usual and customary to those of an insurance broker but not identified in this Request for Proposal at the request of COUNTY at the agreed upon additional fee, if any, as identified in the Price Submittal.
- Q. SERVICE BROKER shall assist COUNTY, upon request, in locating insurance-related services such as risk management software, tracking of insurance compliance, property appraisal services, loss control services, etc.
- R. SERVICE BROKER shall assist COUNTY with the creation/editing of insurance-related reference materials for COUNTY's use.

**4.4 Claims Administrator Services**

- A. SERVICE BROKER shall provide consultation, guidance, expertise, and/or support to COUNTY, when requested, related to the COUNTY's contracted claims administrators for workers' compensation or property & casualty claims.
- B. SERVICE BROKER shall intercede between COUNTY and its claims administrators for workers' compensation or property & casualty claims when requested by COUNTY.

**4.5 Property Program**

- A. SERVICE BROKER shall provide a computer system to maintain and manage COUNTY's Statement of Values (SOV) with construction, occupancy, protection and exposure (C.O.P.E.) attributes, secondary modifiers, and other relevant data which is accessible by at least the Insurance Manager and the Director of the Risk Management Department.
- B. SERVICE BROKER shall inform underwriters of increases, and, or decreases (additions or changes), in property values as notified by COUNTY, or by professional appraisal.
- C. SERVICE BROKER shall provide, annually and prior to renewal of the property insurance, catastrophe modeling data for COUNTY's inventory



including Probable Maximum Loss and Average Annual Loss estimates to COUNTY.

- D. SERVICE BROKER shall facilitate property appraisals for all COUNTY buildings by a qualified professional appraiser acceptable to the COUNTY such that prior to the end of contract term all buildings have had in-person, on-site appraisals with photographs. At the time of this RFP, there are approximately 1000 buildings located at approximately 350 separate locations. This means over a five year term (one-year contract with four optional renewals), at least 20% of the COUNTY's buildings would be appraised each year to meet the 100% requirement by the end of year five, provided that all contract renewal options were exercised.
- E. SERVICE BROKER shall identify the flood zone for each COUNTY building, and provide an Elevation Certificate for any property located in a Special Flood Hazard Zone for which an Elevation Certificate is not already on file. Further, SERVICE BROKER shall review this information as necessary, but at least each year, to stay current with updates to the FEMA flood map. Note: Elevation Certificates are on file for all properties listed on the Flood Insurance Schedule.

#### **4.6 Risk Financing**

- A. SERVICE BROKER shall assist COUNTY examining the feasibility of alternative risk financing techniques.
- B. SERVICE BROKER shall assist COUNTY in selecting the best and most cost-effective risk financing techniques.
- C. SERVICE BROKER shall assist COUNTY in implementing, monitoring and improving its risk financing techniques.

#### **4.7 Premium Invoicing and Payments**

- A. Invoices, for premium payments, shall be sent to COUNTY at least thirty (30) days before the payment is due to allow adequate processing time. If fewer than thirty (30) days is allowed, then SERVICE BROKER shall advance the premium(s) on the COUNTY's behalf or make other arrangements with intermediaries or insurers to ensure that policies are not cancelled for non-payment of premium.
- B. Each invoice, for premium payment, shall include among other things, the premium amount, invoice number, the carrier's name, policy number, due date, and coverage type, i.e. property, fine arts, casualty, flood, etc.

#### **4.8 Meetings at County**

- A. SERVICE BROKER shall attend at least five (5) meetings per year in-person at the COUNTY offices. Other meetings may be required as determined based on need. Some of the other meetings may be attended via telephone.
- B. SERVICE BROKER shall attend all insurance-related Board meetings to provide expertise to the Commissioners. The Board meetings that require in-person attendance which are already known are the renewal in April, and the renewal in October. Any other Board meetings that require in-person attendance will be disclosed as they are determined. As much advanced notice as possible will be provided.
- C. SERVICE BROKER shall attend all claims reviews and stewardship meetings for the Workers' Compensation and Property & Casualty Divisions.
- D. SERVICE BROKER shall attend other Risk Management Department meetings as requested with advanced notice.

#### **4.9 Additional Reports**

- A. SERVICE BROKER shall provide, upon each excess property insurance renewal, a spreadsheet with a breakdown by carrier, percentage of coverage by each carrier for each layer of insurance i.e. primary, first excess, second excess, etc. until all layers have been accounted for.
- B. SERVICE BROKER shall provide a premium breakdown by COUNTY Program (General County, and Water Utilities) for the property insurance renewal. This report allocates the premium dollars per share of the insured values of each Program. A further breakdown of the General County by premium dollars to insured values shall be performed for: Airports, Tourist Development Council, and other departments as may be required.
- C. SERVICE BROKER shall provide an annual coverage summary in MS Excel to COUNTY (coinciding with COUNTY's fiscal year October through September) listing all insurance purchased for COUNTY over the year. This list shall identify the coverage type, carrier's name, carrier's AM Best rating, commission earned (4.3.J.), policy number, premium, policy limits, policy deductible, etc.

**5. MINIMUM QUALIFICATIONS**

- A. SERVICE BROKER shall hold both a Florida General Lines Insurance Agency License and, if required by the State of Florida, a Surplus Lines Agency License.
- B. SERVICE BROKER's firm assigned to the COUNTY must have been in business in Florida a minimum of five (5) years.
- C. SERVICE BROKER's team leader assigned to COUNTY must have been in practice in Florida for a minimum of five (5) years.
- D. SERVICE BROKER shall have extensive experience in placing insurance for an entity of similar size and nature to the COUNTY.

**6. FEES/COSTS/COMPENSATION**

SERVICE BROKER shall place coverage for the COUNTY at a no commission paid by COUNTY basis. SERVICE BROKER shall be fully compensated for all services provided to the COUNTY from commissions and/or other compensation from insurers, intermediaries and/or other sources.

**7. RESERVATIONS**

- A. COUNTY reserves the right to negotiate directly with certain markets not normally available to agents or brokers, such as self-insured funds or pools, self-insured retention groups, syndicates or finite risk management insurance programs.
- B. COUNTY reserves the right, but not an obligation, to request the SERVICE BROKER to service, underwrite, market, and place coverage on both existing or new insurance program(s) or coverage provided it is in the COUNTY's best interest to do so.
- C. COUNTY reserves the right to procure additional lines of coverage via normal Risk Management Department and Purchasing Department procurement methods in lieu of utilizing SERVICE BROKER.
- D. COUNTY reserves the right to accept, amend, or reject a proposal(s) for new or existing coverage made by the SERVICE BROKER.

8. **AGENT OF RECORD AND RELEASE CONDITION**

SERVICE BROKER shall agree to service, underwrite, market, and place existing coverage mid-term or at renewal under an Agent of Record Assignment by COUNTY. In the event the Contract is terminated or an option year is not exercised, SERVICE BROKER shall agree to release all insurer(s) and/or intermediary(s) to COUNTY; as well as to COUNTY's newly designated SERVICE BROKER, to service, underwrite, market and place any existing or new insurance program(s) to all voluntary and available insurance markets.

9. **COUNTY LIAISON / INSURANCE CONTACT PERSON**

SERVICE BROKER shall agree to utilize the COUNTY's Risk Management Department for assistance in gathering underwriting information, claims handling, loss control services, general service issues, premium notices or other related correspondence. All official correspondence and notices from the SERVICE BROKER or insurer(s) shall be delivered to:

Jacqueline Binns,  
Property & Casualty Insurance and Claims Manager  
Risk Management Department  
100 Australian Ave., Suite 200  
West Palm Beach, FL 33406  
Office: (561) 233-5422  
Email: [jbinns@pbcgov.org](mailto:jbinns@pbcgov.org)

10. **ADHERENCE TO PROJECT TIME FRAMES AND RENEWAL DATES**

- A. SERVICE BROKER is given approximately one (1) month to collect underwriting data, market, negotiate with underwriters, prepare and deliver coverage proposals to COUNTY.
- B. SERVICE BROKER shall present coverage proposals to COUNTY at least forty-five (45) days prior to the coverage inception date in order to meet COUNTY's meeting agenda submittal deadlines. SERVICE BROKER shall accommodate all of the COUNTY's deadlines so as not to create gaps (lapses) in coverage for COUNTY.

**EXHIBIT B**  
**SERVICE BROKER'S PROPOSAL**  
**Dated May 4, 2021**  
**Contract No. 21-040/DP**

(Consisting of 130 pages)



Insurance | Risk Management | Consulting

## Palm Beach County Board of County Commissioners

Response to Request for Proposal RFP NO. 21-040/DP

### **Insurance Broker Services**

---

Presented by Arthur J. Gallagher Risk Management Services, Inc.

May 5, 2021, 4:00 p.m. local time



THE FOLLOWING RESPONSE IS PRESENTED BY:

Zeb Holt, CIC, CLCS, CLP

Regional Executive Vice President

Arthur J. Gallagher Risk Management Services, Inc.

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# Table of Contents

## SECTION

Letter of Transmittal.....	1
Technical Proposal.....	2
3.1 QUESTIONNAIRE .....	2
3.2 BROKER REFERENCES .....	30
3.3 TEAM LEADER EXPERIENCE / QUALIFICATIONS INFORMATION .....	33
3.4 SERVICE TEAM EXPERIENCE / QUALIFICATIONS INFORMATION .....	36
3.5 APPROACH TO SERVICING ACCOUNT .....	58
3.6 BUSINESS LOCATION / LOCAL PREFERENCE .....	88
3.7 COMMERCIAL NON-DISCRIMINATION.....	91
*3.8 FINANCIAL / BUSINESS STABILITY.....	92
Required Appendices .....	93
3.9 PRICE PROPOSAL INFORMATION .....	94
3.10 BUSINESS INFORMATION.....	95
3.11 AMENDMENTS TO THE RFP .....	99
Additional Appendices .....	100
3.12 ADDITIONAL INFORMATION .....	100
Section 4 Scope of Work/Services .....	101
4.4 SCOPE OF WORK.....	101
Section 6 Appendices.....	105
APPENDIX A - QUESTIONNAIRE.....	105
APPENDIX B - PRICE PROPOSAL PAGE(S).....	105
APPENDIX C - BUSINESS INFORMATION.....	105
APPENDIX D - OEBO SCHEDULES 1, 2, 3(A) & 4.....	106
APPENDIX E - CERTIFICATION OF BUSINESS LOCATION .....	107
APPENDIX F - DRUG FREE WORKPLACE CERTIFICATION .....	109
APPENDIX G - DISCLOSURE OF OWNERSHIP INTERESTS .....	111
Authorized to Sign - Zeb Holt, CIC, CLCS, CLP   Regional Executive Vice President.....	112
Certificates of Insurance .....	114
Authorized to Do Business in the State of Florida.....	119
Agency License .....	120
Corporate Status.....	121
Palm Beach County - Small/Minority Business Enterprise Certification - Professional Risk Control Consulting Services, LLC.....	122
Gallagher at a Glance.....	123
The Gallagher Way.....	124
Ethics: The Gallagher Way of Doing Business .....	125
Corporate Equality Index Award .....	126



# Letter of Transmittal

May 4, 2021

ATTENTION: Donna Pagel, Purchasing Manager  
Palm Beach County  
Board of County Commissioners  
Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, Florida 33415

Re: RFP No. 21-040/DP: Insurance Broker Services

Dear Ms. Pagel,

Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) is excited for the opportunity to respond to Palm Beach County Board of County Commissioners (PBC), RFP No. 21-040/DP: Insurance Broker Services. Gallagher clearly has the ability to perform all services requested within this RFP and we have specifically demonstrated our Experience, Qualifications and Responsiveness within the body of this response.

We have organized the format of this response to closely match the RFP specification provided. Please refer to our Table of Contents that gives a roadmap to the requested information in this RFP. Our submission includes one (1) unbound original, eight (8) bound copies, and one (1) electronic copy in pdf (CD or flash drive) as requested.

Gallagher acknowledges the following items:

Confirmation that all information required by this RFP has been included and all original forms signed in ink are located behind "Additional Required Information."

We have identified each principal and all "key personnel" who will be professionally associated with the development and/or presentation of this proposal and bios are included in sections 3.3 and 3.4 of this response.

Person(s) authorized to make representations on Gallagher's behalf are:

Zeb Holt, CIC, CLCS, CLP  
Regional Executive Vice President  
Zeb\_Holt@ajg.com | 305.639.3113  
Fax: 561.995.6708

Judith A. Arenz, CPCU  
Area Senior Vice President  
Judy\_Arenz@ajg.com | 561.998.6780  
Fax: 561.995.6708

Tom Gill, MBA, CIC, CRM  
Area Assistant Vice President  
Tom\_Gill@ajg.com | 561.998.6812  
Fax: 561.995.6708

Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) | **2255 Glades Road, Ste. 240W, Boca Raton, FL 33431**

In addition, we are subcontracting with our minority business enterprise partner, David Daley, MS, ARM | Area Vice President and Safety Management | Professional Risk Control Consulting Services | Gallagher Connect Partner | Palm Beach County Certified.

We acknowledge the addendums noted below, and will continue to check for any addendums up to the due date and time of this RFP.

AMENDMENT NO. 1: Released - April 26, 2021

On behalf of your entire Gallagher team,



# Technical Proposal

## 3.1 QUESTIONNAIRE

**APPENDIX A  
QUESTIONNAIRE  
RFP NO. 21-040/DP  
Page 1 of 3**

All questions must be answered directly and completely. Attach additional pages and/or information, if necessary, to fully explain the answer.

Incomplete answers may not be given consideration in the evaluation process.

1. Indicate the number of years the firm has been in business:

Gallagher was founded in 1927 and has been in business for 94 years.

- 44 Years (Florida)
- 27 years (Boca Raton)

2. What is the commercial client mix of the firm (based on number of clients, not premiums)?

COMMERCIAL CLIENT MIX - GALLAGHER GLOBAL BROKERAGE

**By Client Count**

3.7 % public entity (4,971 clients)  
96.3 % private entity (134,351 clients)

**By Premium**

11.2 % public entity  
88.8 % private entity

Public Sector is our largest practice in the U.S., with \$1.4B in premium placed. Here is a list of how all of the practices rank:

TOP 10 PRACTICE GROUPS BY PREMIUM

Practice Group	Premium	% of Book
Public Sector	\$1,414.3M	11.2%
Construction	\$1,313.2M	10.4%
Real Estate & Hospitality	\$1,211.3M	9.6%
Healthcare	\$1,123.3M	8.9%
Retail & Services	\$896.7M	7.1%
Manufacturing	\$795.7M	6.3%
Food & Agriculture	\$652.2M	5.2%
Transportation	\$601.9M	4.8%
Energy	\$522.7M	4.2%
Financial Institutions	\$514.0M	4.1%
All Others	\$3,534.4M	28.1%
<b>Total</b>	<b>\$12,579.6M</b>	<b>100.0%</b>

ARTHUR J. GALLAGHER SOUTH FLORIDA BRANCH (YOUR SERVICING BRANCH)

**By Client Count**

10.1% public entity  
89.9% private entity

**By Premium**

48.5% public entity  
51.5% private entity

3. How many Florida-based commercial accounts does the firm currently service based on the following total insured property insurance values?

FLORIDA-BASED COMMERCIAL ACCOUNTS

**Gallagher Brokerage U.S.**

877 up to \$99,000,000  
176 \$100,000,000 to \$499,999,999  
25 \$500,000,000 to \$999,999,999  
50 \$ 1,000,000,000 to \$4,999,999,999  
29 over \$5,000,000,000

**Arthur J. Gallagher South Florida Branch (Your Servicing Branch)**

76 up to \$99,000,000  
44 \$100,000,000 to \$499,999,999  
10 \$500,000,000 to \$999,999,999  
19 \$ 1,000,000,000 to \$4,999,999,999  
10 over \$5,000,000,000

4. How many of the Florida-based accounts from Question 3 above are public entities?

FLORIDA-BASED PUBLIC ENTITY ACCOUNTS

**Gallagher Brokerage U.S.**

9 up to \$99,000,000  
11 \$100,000,000 to \$499,999,999  
4 \$500,000,000 to \$999,999,999  
28 \$ 1,000,000,000 to \$4,999,999,999  
22 over \$5,000,000,000

**Arthur J. Gallagher South Florida Branch (Your Servicing Branch)**

6 up to \$99,000,000  
4 \$100,000,000 to \$499,999,999  
2 \$500,000,000 to \$999,999,999  
14 \$ 1,000,000,000 to \$4,999,999,999  
9 over \$5,000,000,000

5. Provide a list of the Florida public entity clients for whom you have been the Broker of Record for at least five (5) years.

Below is a complete chart of all of our Florida clients. (Please note: The Florida Branch consists of Boca Raton and Miami offices.)

Client Name	Project Description	Client Since	Service Office
<b>COUNTIES</b>			
<b>Miami Dade County BOCC</b>	Insurance Broker of Record Property Lines of Coverage, Misc. Builders Risk Projects	1984	AJG – South Florida
<b>Broward County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage OCIP Program(s)	2010	AJG – South Florida
<b>Polk County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	1997	AJG – South Florida
<b>Hillsborough County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2003	AJG – South Florida
<b>Indian River County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2002	AJG - Orlando
<b>Orange County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2006	AJG - Orlando
<b>Palm Beach County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	1977	AJG - South Florida
<b>Pasco County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2009	AJG - Orlando
<b>Pinellas County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2009	AJG - Orlando
<b>Osceola County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2017	AJG - Orlando
<b>St. Johns County BOCC</b>	Insurance Broker of Record Property Lines	2008	AJG - Orlando
<b>CITIES</b>			
<b>City of Boca Raton</b>	Insurance Broker of Record Casualty Lines of Coverage	2001	AJG – South Florida
<b>City of Pompano Beach</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	1997	AJG – South Florida
<b>Town of Palm Beach</b>	Miscellaneous & Flood	2009	AJG – South Florida
<b>City of Sunrise</b>	Miscellaneous & Flood	2006	AJG – South Florida
<b>City of Coral Gables</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	1981	AJG – South Florida
<b>City of Hialeah</b>	Insurance Broker of Record Property Lines of Coverage	1988	AJG – South Florida
<b>City of North Miami Beach</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2017	AJG – South Florida
<b>City of Pembroke Pines</b>	Insurance Broker of Record All Casualty Lines of Coverage, Equipment Breakdown, Terrorism & Flood	1995	AJG – South Florida
<b>City of Riviera Beach</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	1979	AJG – South Florida
<b>City of West Palm Beach</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2018	AJG – South Florida
<b>City of Clearwater</b>	Insurance Broker of Record	2007	AJG - Orlando

	Property & Casualty Lines of Coverage		
City of Lakeland	Insurance Broker of Record Property & Casualty Lines of Coverage	1995	AJG - Orlando
City of Miramar	Insurance Broker of Record Property & Casualty Lines of Coverage	1987	AJG – South Florida
City of Orlando	Insurance Broker of Record Property & Casualty Lines of Coverage	2006	AJG - Orlando
<b>Other Public Sector Clients</b>			
Solid Waste Authority of Palm Beach County	Insurance Broker of Record Casualty Lines of Coverage	2015	AJG – South Florida
Seacoast Utility Authority	Insurance Broker of Record Property Lines of Coverage	2008	AJG – South Florida
South Florida Water Management District	Insurance Broker of Record Property Lines of Coverage	1995	AJG – South Florida
Broward Clerk of Courts	Insurance Broker of Record Property & Casualty Lines of Coverage	2010	AJG – South Florida
Florida Keys Aqueduct Authority	Insurance Broker of Record Property Lines of Coverage	1997	AJG – South Florida
Florida Department of Transportation	Insurance Broker of Record Property Lines of Coverage	2001	AJG – South Florida
Greater Orlando Airport Authority	Insurance Broker of Record Property & Casualty Lines of Coverage	2004	AJG - Orlando
Hillsborough County Airport Authority	Insurance Broker of Record Property & Casualty Lines of Coverage	2007	AJG - Orlando
Orlando-Orange County Expressway Authority	Insurance Broker of Record Property & Casualty Lines of Coverage	2000	AJG - Orlando
Sarasota Manatee Airport Authority	Insurance Broker of Record Property Lines of Coverage	2007	AJG – Orlando
<b>Educational Clients</b>			
Miami Dade County Public Schools	Insurance Broker of Record Property & Casualty Lines of Coverage	1977	AJG – South Florida
Clay County School District	Insurance Broker of Record Property & Casualty Lines of Coverage	1988	AJG – South Florida
School District of Duval County	Insurance Broker of Record Property Lines of Coverage	1981	AJG – South Florida
School Board of Broward County	Insurance Broker of Record Property & Casualty Lines of Coverage	1985	AJG – South Florida
Monroe County School District	Insurance Broker of Record Property & Casualty Lines of Coverage	1995	AJG – South Florida
Lake County Schools	Insurance Broker of Record Casualty Lines of Coverage	2009	AJG - Orlando
Marion County Public Schools	Insurance Broker of Record Property & Casualty Lines of Coverage	2000	AJG - Orlando
Polk County Schools	Insurance Broker of Record Property & Casualty Lines of Coverage	2014	AJG - Orlando
Sarasota County School Board	Insurance Broker of Record Property & Casualty Lines of Coverage	2017	AJG – Orlando
School Board of Brevard County	Insurance Broker of Record Property & Casualty Lines of Coverage	2000	AJG – South Florida
School District of Escambia Schools	Insurance Broker of Record Property Lines of Coverage	2002	AJG – South Florida
Seminole County Schools	Insurance Broker of Record Casualty Lines of Coverage	2000	AJG - Orlando

Florida Colleges System Risk Management Consortium	Insurance Broker of Record Property & Casualty Lines of Coverage	1980	AJG - Orlando
NE Florida Educational Consortium	Insurance Broker of Record Property & Casualty Lines of Coverage	1984	AJG - Orlando
Panhandle Area Educational Consortium	Insurance Broker of Record Property & Casualty Lines of Coverage	2013	AJG - Orlando
City of Pembroke Pines Charter Schools	Insurance Broker of Record All Casualty Lines of Coverage, Equipment Breakdown, Terrorism and Flood	1995	AJG – South Florida
Orange County Public Schools	Insurance Broker of Record Property & Casualty Lines of Coverage	2018	

6. Provide the most important reason the COUNTY should consider awarding this contract to your firm.

The most important reason in our opinion is that Gallagher provides Palm Beach County with institutional knowledge and intellectual capital that no other broker can provide to the County and Risk Management staff.

Gallagher has been Risk Management partners with the County for over 30 years. The proprietary knowledge and the method of doing things or information that we have gained through the years that works for the County is extremely valuable in answering any and all questions about program history, design, goals and objectives.

Our intellectual capital in the Public Sector space is second to no other Broker in the country. The sum of knowledge of the immediate long term account team members combined with the broader Gallagher Public entity team provides a competitive edge that benefits the County. Our real value is measured by the total performance of our risk management professionals in delivering programs, solutions and risk management transfer methods that enhance the results for Palm Beach County year in and year out.

While our institutional knowledge is a totally unique component, our long term relationship with the County and our market partners is a key element in our historical performance and will also be key in our future performance. The team brings continuity expertise and proven results to the County on a continuous basis.

The Core and Service Team for Palm Beach County will again be comprised of Public Entity Specialist that are located in Palm Beach County as well as residents of Palm Beach County. Our team has a vested interest in achieving the most positive results for the County.

In addition, the Marketing/Surplus Lines Brokerage provided by Risk Placement Services for Domestic/Surplus Lines capacity/placements. The RPS team is led by Rep Plasencia who has a 27 year history working with the County both from Team Leader to Wholesale Property Brokerage who is also a Palm Beach County resident.

What other reasons should the County consider in choosing Gallagher for this contract:

- We have an unmatched investment in our Florida public sector practice and spend significant dollars to make sure our clients are getting the best service and expertise
- We have and continue to make lasting impacts to Palm Beach County's risk management program
- We are a strong community partner
- We support diversity & inclusion
- We enhance our global market reach via a personal touch
- We are accountable to Palm Beach County
- We are experts on all facets of FEMA recovery
- We enhance your budget stability & predictability

## GALLAGHER'S EXPERIENCE & EXPERTISE

On behalf of our Gallagher local service team, we are proud to present our response to Palm Beach County's RFP No. 21-040/DP Insurance Broker Services. Our local team is made up of nine local professionals who support the County day-to-day, not including specialty resources or management. We understand the level of experience and staff that are required for the job.

### Palm Beach County's Local Gallagher Team

- Executive Vice President, Zeb Holt, to ensure accountability of the entire team to Palm Beach County
- Team Leader with over 49 Years' Experience and over 27 years with the Public Sector (Judy Arenz)
- Account Executive with over 25 Years' Experience and over 15 years of experience with Public Sector (Tom Gill)
- Aviation Specialist with over 40 Years' Experience and focused on marine and aviation (Tanya Lewicki)
- Client Service Manager, Sr. (Kathy Hill)
- Flood Insurance Specialist (Tara Morrone)
- SE Client Service Supervisor (Agnes Polom)
- Claims Advocate Senior (Andrea Tomasek)
- Risk Control Consultant (Donald Isaacs)
- S/M/WBE Partner (David Daley)
- Your assigned team has significant insurance and risk management experience.
- All team members specialize in and have responsibilities focused on the Public Sector.
- The entire team is cross-trained to enable any team member to assist our client virtually at any time.
- We respond promptly with a commitment to provide less than 24-hour response on all service requests – typically much less.
- Our team knows the County and understands how to interact with Risk Management to assure consistent and proper communication.
- We provide our clients unparalleled internal professional standards.

## SETTING A STANDARD THAT OTHERS RECOGNIZE. AND FOLLOW.

**Commitment to Integrity** - Gallagher has been honored by the Ethisphere® Institute as one of the World's Most Ethical Companies™ for the past 10 consecutive years. Gallagher is the only insurance broker to make the list, joining a small, distinguished group of companies who are committed to operating at the highest possible standards of conduct.

**America's Best Employers For Diversity** – Gallagher made the 2021 list, which honors employers dedicated to diversity, equity, and inclusion. When compiling the list, the diversity of corporations' boards and executive ranks were taken into account, as were DEI initiatives and recent allegations or unresolved lawsuits related to workplace diversity.

**Corporate Equality Index** - Gallagher received a perfect score of 100 on the Human Rights Campaign Foundation's 2021 Corporate Equality Index, the nation's foremost benchmarking survey and report measuring corporate policies and practices related to LGBTQ workplace equality. Gallagher joins the ranks of more than 767 major U.S. businesses that also earned top marks this year. This is the third consecutive year Gallagher received this recognition.

**Forbes Best Employers for Women** - Forbes released their list of America's top employers for women in 2020 and Gallagher was included in the list of 300 top employers for women. The Forbes' list was developed from a survey of 75,000 people working for U.S. companies with more than 1,000 employees covering 31 industries.



## Gallagher's Nationwide Presence in the Public Sector

Gallagher is the leading specialist for public sector insurance and risk management in the U.S. Much of our company's growth and success can be attributed to our innovation of new risk financing strategies and alternatives for our public entity clients. In the early 1970's, Gallagher designed the first integrated, multi-line "protected self-insurance" program (a single policy providing both specific and aggregate protection). This concept was the origin of our growth through the 1970s and 1980s – including the development of many governmental pools across the United States. During the past three decades, Gallagher has been the leader in the formation, design and growth of public entity risk-sharing pools throughout the country.

Gallagher associates remain on the forefront of public sector risk management – from ERM and ISO 31000 engagements to tailored risk financing structures to address impacts of climate change and other emerging risks.

**Our expertise with public entities can be summarized in a few quick numbers:**



## Gallagher's Public Sector Practice

---

Gallagher's Public Sector Practice is committed to working as an extension of our clients' risk management teams. We have the resources and knowledge to help our clients solve problems.



**13,500+**  
clients

### Who we serve

- Cities, counties, parishes & villages
- Special districts (fire, water, transit & utilities)
- State governments
- Insurance pools, cooperatives, JIFs, JPAs & mutual insurance companies
- K12 public, private & charter schools



**450+**  
dedicated experts

### Our clients in numbers

- 4,500+ schools & 120+ pools
- 19+ state governments
- Thousands of municipalities, cities, counties, parishes & special districts
- Scholastic First Insurance
- One-2-One Risk Solutions
- Violent malicious acts coverage & disaster management services



**\$1B+**  
in annual premium

### What we deliver

- Insurance and risk management
- Benefits and HR consulting
- Claims management
- International solutions
- Crisis resilience services
- Pools, captives and alternative risk transfer



Nothing provides a better example of our public sector expertise than our client list.

## Florida Client List – County, City, Schools & Special Districts

Below is a list our Public Sector Team currently services:



Insurance | Risk Management | Consulting

**Statewide**

- Members of North East Florida Educational Consortium (13 Districts)
- Members of Panhandle Educational Consortium (10 Districts)
- Members of Florida College System Risk Management Consortium (27 State Colleges)

**Orange County**

- Orange County Convention Center OCIP
- Orange County Public Schools
- Orlando-Orange County Expressway Authority
- Orange County Library System
- Orlando Utilities Commissions
- Orlando Housing Authority
- Seminole County
- St. John's County
- Putnam County
- Indian River County
- City of Orlando
- City of Apopka
- Brevard County School District
- Seminole County School District
- Greater Orlando Aviation Authority

**Polk County**

- Lake County School District
- Marion County School District
- Polk County School District
- Sarasota County School District
- City of Naples Airport Authority

**Monroe County**

- City of Key West
- Monroe County School District
- Key West Transit
- Florida Keys Aqueduct Authority
- Key West Housing Authority
- Monroe County Housing Authority

**Other Client Lists:**

- Florida Dept. of Transportation
- City of Jacksonville (JackPort)
- Columbia County
- Tallahassee Housing Authority
- Escambia County School District
- Okaloosa County School District
- Charlotte County Airport Authority
- Hillsborough County Port Authority
- Hillsborough County Aviation Authority
- Hillsborough County Utilities
- Lee County Port Authority
- Manatee Port Authority
- Sarasota Manatee Airport Authority
- Tampa Hillsborough County Expressway Authority
- Bradenton Housing Authority
- Tarpon Springs Housing Authority
- Suwannee Housing Authority
- Bradenton Housing Authority
- Gainesville-Alachua County Regional Airport
- Central FL Commuter Rail (Suwannee)
- Central FL Regional Transportation Authority (LYHX)
- Brevard Co. Housing Authority
- No. Brevard Solid Waste Auth.
- Ocala Housing Authority
- New Smyrna Beach Utilities
- New Smyrna Beach Housing Auth.
- Cocoa Housing Authority
- Daytona Beach Housing Authority
- Melbourne Housing Authority
- Palatka Housing Authority
- Plant City Housing Authority
- Sanford Housing Authority
- Strydom Beach Housing Auth.
- Titusville Housing Authority
- Cansler Port Authority
- Broward County Housing Authority
- FL Lauderdale/Hollywood Int'l. Airport
- Children's Services Council of Broward County
- Miami-Dade County Aviation Authority
- Miami-Dade Transit
- Miami-Dade Solid Waste
- Miami-Dade Water & Sewer
- Miami-Dade Public Housing
- Palm Beach County Housing Authority
- South Florida Water Management District
- PalmTran Transit Authority
- Solid Waste Authority of Palm Beach County
- Palm Beach County W/L/D
- City of Pompano Beach Utilities
- City of Riviera Beach Utilities
- Seacoast Utility Authority, Palm Beach Gardens, FL
- Palm Beach County Transportation Authority Planning Agency
- Broward County Clerk of Courts
- Broward County CCE - OCIP
- Broward County School District
- Miami-Dade County (Port of Miami)
- Miami-Dade County School District
- Palm Beach County
- City of Boca Raton
- City of Pembroke Pines
- City of Pembroke Pines – Charter Schools
- City of Coral Gables
- City of Hallandale Beach
- City of Hialeah
- City of Miramar
- City of North Miami
- City of North Miami Beach
- City of Pompano Beach
- City of Riviera Beach
- City of Sunrise
- City of Wilton Manors
- City of West Palm Beach
- Broward County – Port Everglades

There is simply *no substitute* for **experience**.

Our team believes our RFP response is not just a written document, but ultimately a promise made to you as our client. We take these promises seriously, and they become part of our everyday work for Palm Beach County BOCC. We never rest on our laurels and take you as a client for granted no matter how long we have worked together. Our team works each and every day to assess risk, provide solutions to these risks, offer sound risk management recommendations, and work to anticipate the future challenges for Palm Beach BOCC. We look forward to your review of the following response.

The following is a sampling of historic accomplishments in partnership with Risk Management:

- Gallagher was the first Broker to Design, Market, and Propose a Two-Tower Property Program for their municipal clients by separating Municipal and Utility properties. As far back as 2009, the team implemented the Two-Tower Property Program for Palm Beach County that created additional limits of insurance while capturing a more competitive rate for the Utility property.
- In 2010, we modified the Public Entity Package to eliminate the Property coverage and increase the limit of liability for Casualty to \$5,000,000 and removing the stand-alone Excess Liability Policy. This produced a savings of \$1,000,000 for the County.
- Gallagher initiated a web-based TULIP program to facilitate insurance for Tenant Users of County facilities at no cost to the County.
- In 2011, we secured Excess Workers Compensation for the County by including coverage under the Palm Tran Bus Excess Liability Program.
- Your Gallagher Team negotiated a claim settlement for damages at the Pahokee Airport based on a one (1) storm deductible following Hurricane Frances and Jeanne that resulted in a settlement increase in excess of \$1.4 Million.
- Your Gallagher Team re-opened a 2005 Hurricane Wilma claim at Jim Brandon Equestrian Center to secure an additional claim settlement of \$39,000.



- In 2012, your Gallagher Team worked with the County to successfully close most of the remaining FEMA items from the 2004 and 2005 Storms.
- In 2016, we negotiated a premium reduction of 9.8%, resulting in over \$1,000,000 in savings to the County.
- We increased the limits for Terrorism while reducing retentions.
- The County's Excess Workers Compensation retention was reduced from \$2,500,000 to \$2,000,000.
- In addition to reducing the Named Wind Deductible and introducing the Named Wind Cap, in 2017 we increased the limit of Named Wind coverage for the Municipality to \$115 Million per Occurrence.
- In 2018, we increased the limit for Named Wind to \$130 Million per Occurrence.
- Since 2019, your Gallagher Team has provided on-site Loss Control Support. The following is a review of our successes working with the County's Risk Management Team:
  - In 2020 and in the first quarter of 2021, the County's Gallagher National Risk Control (NRC) Team conducted 25 site risk assessments, provided recommendations to reduce risk exposures, and classified the exposures based on severity. These risk assessments are a crucial component of accident prevention, as hazards found during the risk assessments either are fixed on site or are repaired by facilities personnel.
  - Our team provided six safety trainings on both Accident Investigation and Fall Protection for Palm Beach County staff.
  - We assisted the Maintenance Division for Palm Beach County's International Airport with the development of 14 job hazard analyses that covered a wide range of topics including some listed below. These job hazard analyses helped workers perform their jobs safely, recognize hazards, and provide an enhancement to the Maintenance Division's safety procedures.
    - Mowing with Riding Lawnmowers
    - Operating Heavy Equipment
    - Use of Bucket Lifts
    - Use of Chainsaws
    - Wood Chipper
    - Heat Stress
    - Working Post Storm Damage
    - Cleanup of Spills
  - We assisted Palm Tran with the development of ten job hazard analyses. The job hazard analyses covered topics such as those listed below. These job hazard analyses served as both crucial training tools for new hires and as a safety procedure for experienced personnel. They also formalized the standardization of job tasks.
    - Hydraulic Jacking of Vehicles
    - Portable Lifts
    - Wheelchair Lift Operation
    - Body Splash Paint Shop
    - Vehicle Operation
  - Gallagher assisted in providing a site risk assessment of the taxiway hotel lockout-tagout procedures for the Airport Maintenance Division of Palm Beach County. The site risk assessment was part of a collaboration with Palm Beach County's Risk Management Department in determining the best lockout-tagout procedures that can be provided for the Maintenance Personnel at Palm Beach International Airport.
  - In 2019, 10 job hazard analyses were completed for Water Treatment Plant #2 and 14 job hazard analyses were completed for Water Treatment Plant #9. The topics for the job hazard analyses included those listed below. These job hazards analyses are completed by staff to ensure that the proper steps are followed to protect, not only the operators, but also the equipment onsite.
    - Checking Fluoride Feed Rate
    - Concrete Cutting
    - Lime Slake Cleaning
    - Sample Collection on Clarifiers
    - Working around Construction Areas
    - Checking Polymer System
    - Changing and Adjusting Hypochlorite Blender

7. List each provision in Section 4.4 that you are unable or unwilling to comply with in part or in full, and provide an explanation.

We agree to comply with all provisions provided in Section 4.4 - Scope of Services, and as clarified by Amendment No. 1.

8. The current SERVICE BROKER supplies appraisals on all COUNTY buildings at no cost to the COUNTY. The County would like to have property appraisals using a competent nationally recognized appraisal firm with property asset management software. Please confirm that you are able to do this and also disclose the firm your agency plans to use. See section 4.4.5. Property Program.

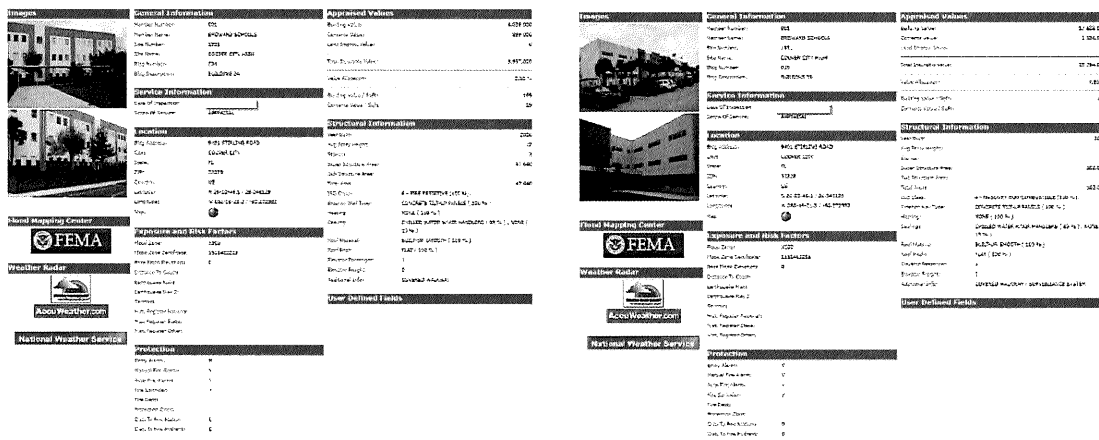
Yes  No; see Price Sheet

Name of appraisal firm: Duff & Phelps

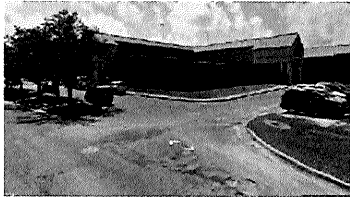
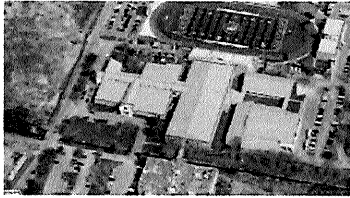
**Appraisal Services**

Gallagher has previously contracted with Duff & Phelps to appraise County facilities to determine replacement cost values for the County's schedule. All administrative and transportation buildings have been appraised over the years. As part of the appraisal process we had Duff & Phelps collect secondary characteristics based on RMS CAT Modeling template then used the information acquired to extrapolate specific details and used as a tool on similar assets.

Now, Duff & Phelps has acquired new technologies that can provide tabletop appraisals and secondary COPE data collections for submission and underwriter purposes much easier. We will continue to make this service available to the County as an extension of our services to you on certain facilities as agreed upon by Gallagher and Palm Beach County.



Below is a sample Tabletop Appraisal that provides high-definition imagery and uses virtual measuring tools from a sky-view level.

DUFF & PHELPS		Building Inspection and Appraisal Report		As of April 28, 2020	
<b>Sample - School District</b>					
<b>City, State</b>					
Member:	001	SCHOOL DISTRICT			
Site:	048	DEF HIGH SCHOOL	123 STATE AVENUE		
Building:	001	DEF HIGH MAIN BUILDING	CITY, STATE 99999 UNITED STATES		
		<b>Valuation Summary</b>		Date of Inspection: 4/24/2020	
		Building Cost of Reproduction New		\$ 77,383,800 (\$150.17 per SF)	
		Contents Cost of Reproduction New		\$ 2,320,800 (\$21.28 per SF)	
		<b>Total Insurable Value</b>		<b>\$ 79,704,600 (\$171.55 per SF)</b>	
		<b>Construction Components</b>		ID: 7	
		ISO Class:		FIRE RESISTIVE (100%)	
		Exterior Wall Type:		STUCCO ON MASONRY (5%); BRICK ON MASONRY (95%)	
		Heating:		FORCED WARM AIR (100%)	
		Cooling:		FORCED COOL AIR (100%)	
		Roof Material:		STEEL (100%)	
		Roof Pitch:		LOW (2:12 TO 8:12 PITCH) (100%)	
		Elevators:		Passenger: 1 Freight: 0	
		Description		Exposure	
		Year Built: 1998		Latitude:	
		Number of Stories: 2		Longitude:	
		Average Story Height: 14			
		Square Footage:			
		Super Structure:		195,700	
		Sub Structure:		0	
		<b>Total:</b>		<b>195,700</b>	
		<b>Protection</b>		<b>Flood Information</b>	
		Manual Fire Alarm: 100		Zone:	
		Automatic Fire Alarm: 100		Certificate:	
		Sprinklers: 0			
		Entry Alarm: No			
		Miscellaneous Additional Features			
		CANOPES			
					

It is our recommendation to continue to appraise County facilities based on locations / buildings with the highest Average Annual Loss (AAL) result from CAT Model reports to help gather data to improve the County's statement of values by validating replacement costs and improving data for hurricane modeling purposes.

9. Can you provide an incident reporting and tracking system with database? If yes, provide detailed information about the system and include some sample reports. Also, indicate on the Price Sheet if any additional cost/fee is associated with this incident system; otherwise, the services will be assumed to be provided at no additional charge.

The ideal system would be accessible 24/7 by all County employees by computer, iPad, tablet, iPhone, etc. as a single point of entry for incident reports. The system would replace the current paper incident forms (attached for reference), allow for the recording of the facts of the incident, including location, people involved, equipment/vehicles involved by asset number, allow for the storage of attachments such as photos, police reports, written statements, and other relevant documentation, and have various user access levels. The system would be used, not only as a new incident alert system for the Risk Management Department, and where applicable, the Claims Administrator, but also as tool to identify the actions generating the incidents, so that mitigation strategies may be employed, where needed, to reduce severity, and, or frequency of the county's incidents. It should allow for follow-up comments and notation in the incident record so that follow-up actions may be reviewed by others with access to review them. The system would have numerous reportable data fields so that various reports could be generated from the data stored. Key data points would include: reported by, department involved, date of incident, location of incident (county parks, property, buildings, road, sidewalks, etc.), person or persons involved, damage or injury type, body part injured, general claim type such as: employee injury, general liability, auto liability or first-party property incident, and specific claim type such as: rear-end collision, struck stationary object, hurricane damage, fall on stairs, etc.

Gallagher understands the request and has worked with vendors that provide this type of service. We can provide a solution and are proposing the ProcessMap incident management system. We are including the details of the product below and this solution will be INCLUDED in our Price Proposal.

**INCIDENT MANAGEMENT TECHNOLOGY TOOL**

County Risk Management is currently assessing their processes to efficiently manage incidents from reporting to closure. An option is to move from a paper process to using an incident management technology platform that integrates with the County human resource system. Gallagher has a prefer vendor platform through Process Map, that the County may consider utilizing. The ProcessMap incident management system can easily track and manage a beginning -to-end process for incidents.

The Process Map Incident Management System Solution features include:

- Incident Reporting/Investigation
- Reports (Special Reporting)
- Dashboards and Metrics
- Security of Data
- Corrective/Prevention Action Management
- Integrations-Human Resources
- Integration in Work Comp Submissions
- Self-Service Tools (exposure data)
- Mobility Apps – Online or Offline

Additional information can be found in the brochure on the following pages.



# Incident Management



Regardless of the size and nature of your business, managing and tracking incidents that lead to injury/illness, environmental impact, vehicle, or property damage is challenging. Organizations often rely on a paper-based approach or disparate systems to manage these events, which can lead to inconsistent and ineffective results. Lack of a centralized system makes it extremely difficult to manage and analyze organizational-wide data to take proactive measures and mitigate the risk.

## Efficiently Manage Incidents from Reporting to Closure

ProcessMAP's Integrated Incident Management is a one-stop solution to transform your safety processes digitally. Customers leverage our robust solution to report and analyze incidents, track safety performance and build a strong safety culture. Used by Fortune 500 clients worldwide in over 140 countries, the solution is highly configurable with embedded best practices to fit your specific organizational requirements. Also, Incident Investigation empowers you in identifying root causes, thereby supporting the better implementation of CAPAs to prevent recurrences of incidents.

### Streamline Incident Data Capture and Analysis Process

With our intuitive solution, you can easily track and manage an end-to-end process for incidents while identifying root-causes and protecting your business from reoccurrences.

### Ensure Regulatory Compliance

Generate OSHA, MSHA, IR and RIDDOR forms at the click of a button and increase compliance with standards and regulatory requirements.

### Reduce Claims and Its Associated Costs

With robust built-in analytics, you can reduce claims and their associated costs by having a holistic view of cost drivers and leading and lagging indicators.

[www.processmap.co](http://www.processmap.co)

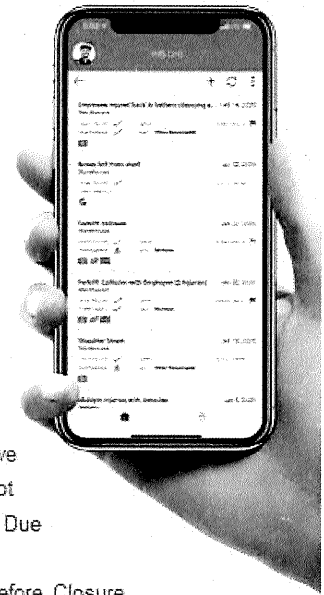


ProcessMAP



## Incident Management Solution Features

Reporting incidents is now easier than ever with  
ProcessMAP's powerful mobile application



### Incident Reporting and Investigation

- Report, Track and Investigate
- Incidents Save Incident as Draft
- Multiple Investigation Processes to Find Incident
- Cause Case Management Workflow
- Investigation Processes to Determine Root
- Causes Electronic Submission of 300A Form to OSHA Injury Tracking Application (ITA)
- Manage Workers Compensation Cost and Notes
- Countermeasures/CAPA Workflow
- Management Review Workflow

### Reports

- OSHA 300, 301, 300A Forms
- MSHA, RIDDOR and other Local
- Compliance DOT Accident Reports
- Daily Status
- Reports Customized

### Reports

### Dashboards & Metrics

- Incident Rates and Counts
- DOT Reportable Incidents
- Days Since Last Incident/Recordable
- Top Contributing Factors and Root Causes
- Workers Compensation Claims (WCC)  
Costs Lost and Restricted Workday Counts
- Customize and Share Home Screen  
Dashboards

### Security

- Data Privacy/Encryption
- General Data Protection  
Regulation (GDPR) Compliance

### Corrective/Preventive Actions Management

- Create Corrective and Preventive  
Actions (CAPA) and Link to Root
- Causes Assign Ownership and Due  
Dates
- Ability to Require Verification Before Closure  
Ability to Configure Notifications, Reminders,  
and Escalation Alerts
- Manage CAPAs in Central Repository/Calendar

### Integrations

- Human Resource and Payroll TPA
- Submission for Workers Comp

### Self Service Tools

- Incident Import
- Record Keeping/Estimation of Employee Count and Hours
- Record Keeping/Normalization of Trips and Miles Driven  
by Vehicles
- Employee and Contractor Headcount and Hours Worked
- Miles Driven by Vehicles

### Mobility

- Native Mobile App available in Apple Store,  
Google  
Play Store and Windows Store
- Create and Manage Incidents Online and Offline  
Push Notifications When an Incident is Reported

# ProcessMAP

13450 W Sunrise Boulevard Sunrise, FL 33323,  
USA Phone: +1 954 908 4000 |  
[sales@processmap.com](mailto:sales@processmap.com)

See what our cloud-based  
Incident Management solution can  
do for you!



10. Identify any other value-added products or services you would bring. Where applicable, indicate any cost associated on the Price Sheet; otherwise, the services will be assumed to be provided at no additional charge. Gallagher's Proprietary Technology Tools

Over the past three years, as Gallagher has rolled out new tools, technology, and resources, we have introduced them to Palm Beach County with a priority on relevance and immediate impact. Gallagher has invested greatly over the past decade to build out our CORE360® platform and provide your service team with tools to provide the best service and recommendations possible. These tools are implemented with your core service team, and impact multiple CORE360® cost drivers outlined previously.

Most of these tools are included as part of our risk management services. Some of these items have customized solutions which would incur an extra charge. This might include a customized certificate tracking system or a customized Gallagher Insight Portal.



Palm Beach County is currently using this tool (Introduced in 2018): The CORE360® Platform organizes all of our capabilities in one place for internal Account Teams. Find resources such as marketing materials, renewal templates, practice toolboxes, market updates, all of the tools found below, and more to provide our clients a differentiated experience from our competitors.



Palm Beach County is not currently using this tool (Introduced in 2018): Gallagher's unique Strategic Risk Assessment Tool that helps Clients understand which risks are most likely to happen and the level of impact they would have on their organization. This allows for conversations beyond traditional hazard risks and can lead to Enterprise Risk Management (ERM) services.



Palm Beach County is currently using this tool (Implemented in 2019): You will benefit from an array of training Gallagher will make available. Gallagher's CORE360® Loss Control Portal features online training to support your safety programs, reduce losses, and impact your workers' compensation costs.



Palm Beach County is currently using this tool (Introduced in 2020): Gallagher's internal Data and Analytics platform (powered by Microsoft Power BI) analyzes market conditions, claims history, and industry benchmarks so that Account Teams can give our clients the data they need to understand and optimize their risk management program.



Palm Beach County is currently using this tool (Introduced in 2018): Gallagher Forecast is an online platform that Account Teams can use to load a client's list of property statement of values to identify their natural catastrophe exposure based on historical data. Other features include real-time alerts pre-, during, and post-CAT events as a way to mitigate potential losses.



Palm Beach County is currently using this tool (Introduced in 2018): An interactive client portal that provides access to information and educational tools such as a data breach cost calculator, how to protect yourself from cyber risk exposures, how to respond to a data breach, and sample employer data/electronic device policies.



Palm Beach County is not currently using this tool: Gallagher's preferred certificate tracking, verification, and compliance software that has been successful at helping our clients reduce the administrative cost of managing vendor compliance and in increasing overall vendor compliance. Tier 2 Services add support by trained insurance risk advisors to provide guidance and conduct vendor compliance enforcement. (Please note: This tool would be an additional cost.)



Palm Beach County is not currently using this tool (Previously Introduced): Gallagher Insight is a customizable, user-friendly, and secure web portal used for document sharing and communication, allowing for real-time collaboration client and Gallagher team. Insight affords you the ability to submit service requests, view documents, and engage your account team. It is linked to Epic and Gallagher's proprietary Document Management System (DMS) so that policies, endorsements, and schedules can be uploaded in a timely manner.



## Technology Tools as an Extension of Your Team

Gallagher's integrated risk services approach merges innovative loss control programs, claims advocacy, analytics, and technology to drive down losses. We understand your operations and the urgent need to have immediate and correct information. Gallagher has focused on technology to enable this process to be much more efficient.

### PURPOSE OF GALLAGHER VERIFY

- **Reduces** administrative spending associated with managing vendor compliance tasks
- **Focuses** on risk management services
- **Provides** a customizable multiuser cloud-based software that centralizes compliance document management
- **Manages** compliance trends by utilizing powerful reports and dashboards
- **Creates** a standard operating procedure to document compliance workflows and expectations
- **Connects** to our **CORE360®** initiatives

### CERTIFICATE OF INSURANCE MANAGEMENT WITH GALLAGHER VERIFY



Effectively managing certificates of insurance is a top priority for our clients. We understand your operations and the need to have immediate and correct information.

Gallagher has invested heavily in technology to enable this process to be more efficient. Gallagher Verify tracks everything you need to keep your company organized, compliant, and properly protected. Clients can take advantage of our intelligent technology, giving you the freedom to focus on your day-to-day operations. Among its features:

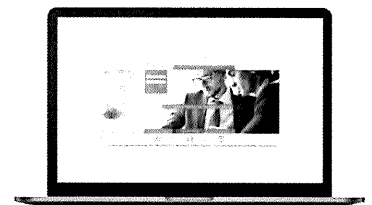
- Mobile-friendly with easy-to-use Cloud software
- COI and document verification
- Automated noncompliant and COI renewal request notices delivered directly to vendors
- Vendor portal for submissions and documents
- Historical custom compliance dashboards charts and graphics to manage trends
- Ongoing monitoring of A.M. Best insurance carrier ratings
- Custom reporting on 100% of system date fields
- Exposure collection e-mail form building for obtaining location assets, statement of values, and COPE information
- Industry-specific software configurations
- Location contact management equipped with fluid task assignments for safety audits and inspections
- Claims consolidation and management for analytics
- Call center for quick answers to client and vendor questions
- Integration with other third-party systems

**We discussed Gallagher Verify during our 2019 strategic CORE360® meeting, but would encourage setting up a more in-depth demo to show the platform and how it would be used to support your administrative functions for managing incoming certificates, especially on the freight brokerage side of your operations.**

### CSR24

The ability to effectively manage certificates of insurance for our clients continues to be a priority. CSR24 allows clients to create, manage, and send certificates of insurance via the Internet. With this service, you can be authorized to issue certificates when needed, giving your team full access to process certificates whenever necessary.

Clients also have the option to have Gallagher issue all certificates. Requests for certificates can be made via phone or e-mail. Normal processing time from receipt of a request is within 12 hours, and rush certificates are processed in two hours.



# PROPERTY ANALYTICS

## Gallagher Forecast

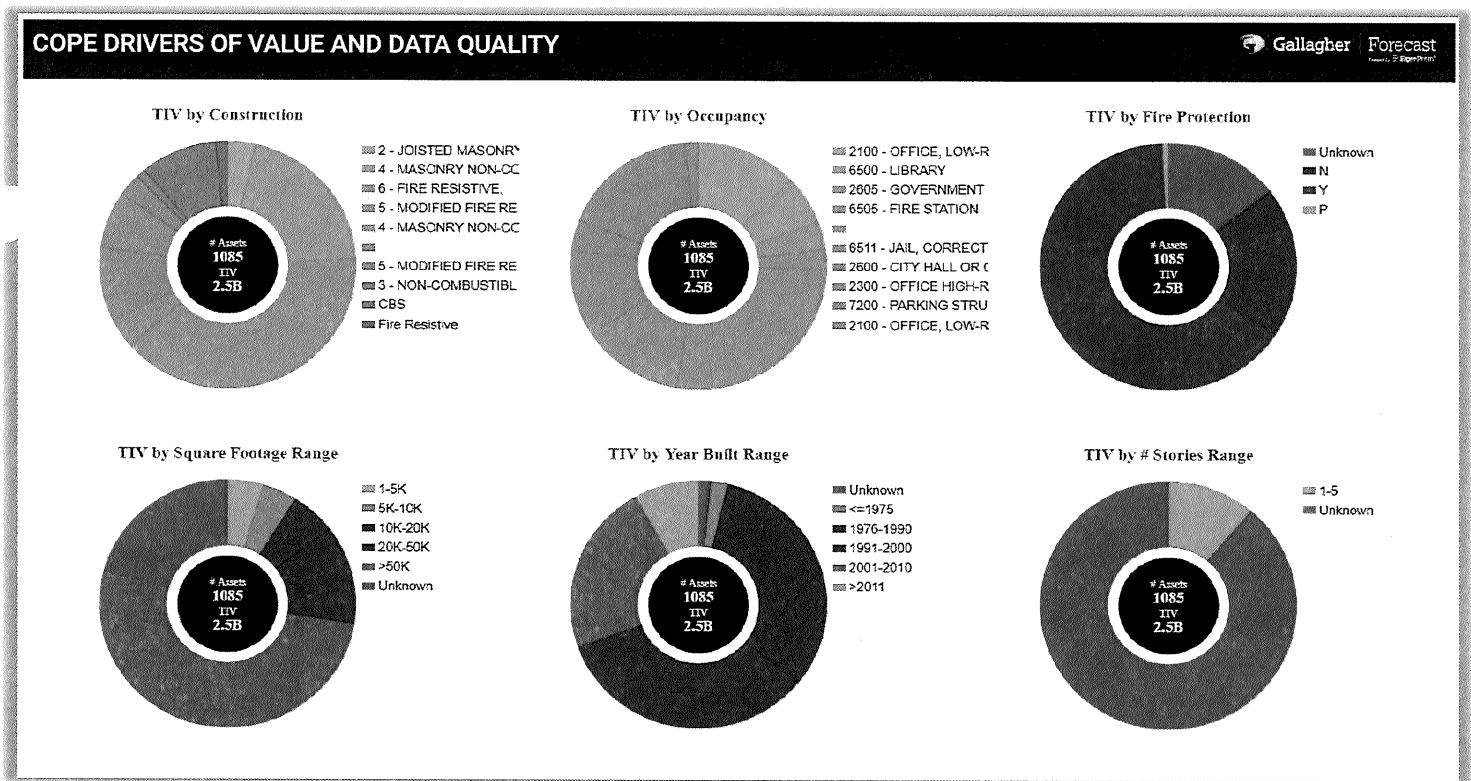
An online software platform for managing property risk, delivering catastrophe risk analytics and insights in real-time, and helping plan, monitor, and respond to catastrophic events. Your Gallagher core service team has utilized Gallagher Forecast's CAT modeling reports to assist with program structure discussions around Flood and Earthquake difference in conditions limits, and captive funding. The Forecast software platform also has additional capabilities that we want to bring into the fold for the County:

- Determines the optimal program structure to secure capacity with the most efficient premium.
- Helps clients mitigate potential losses through real-time alerts, which deliver automated impact reports showing assets at risk and loss estimates – allowing for instant communication to stakeholders.
- Stress test and optimize insurance program. Select from over 30,000 historical and what-if event simulations to run against our client's portfolio in minutes).
- Determine technical price for program layers before we visit the underwriter.

Ultimately, this allows us to transform client data into actionable risk intelligence in the form of visual models that quantify risk profiles and program efficacies empowering clients to make better risk decisions. Below are some sample visuals of the Gallagher Forecast report that can be delivered to Palm Beach County.

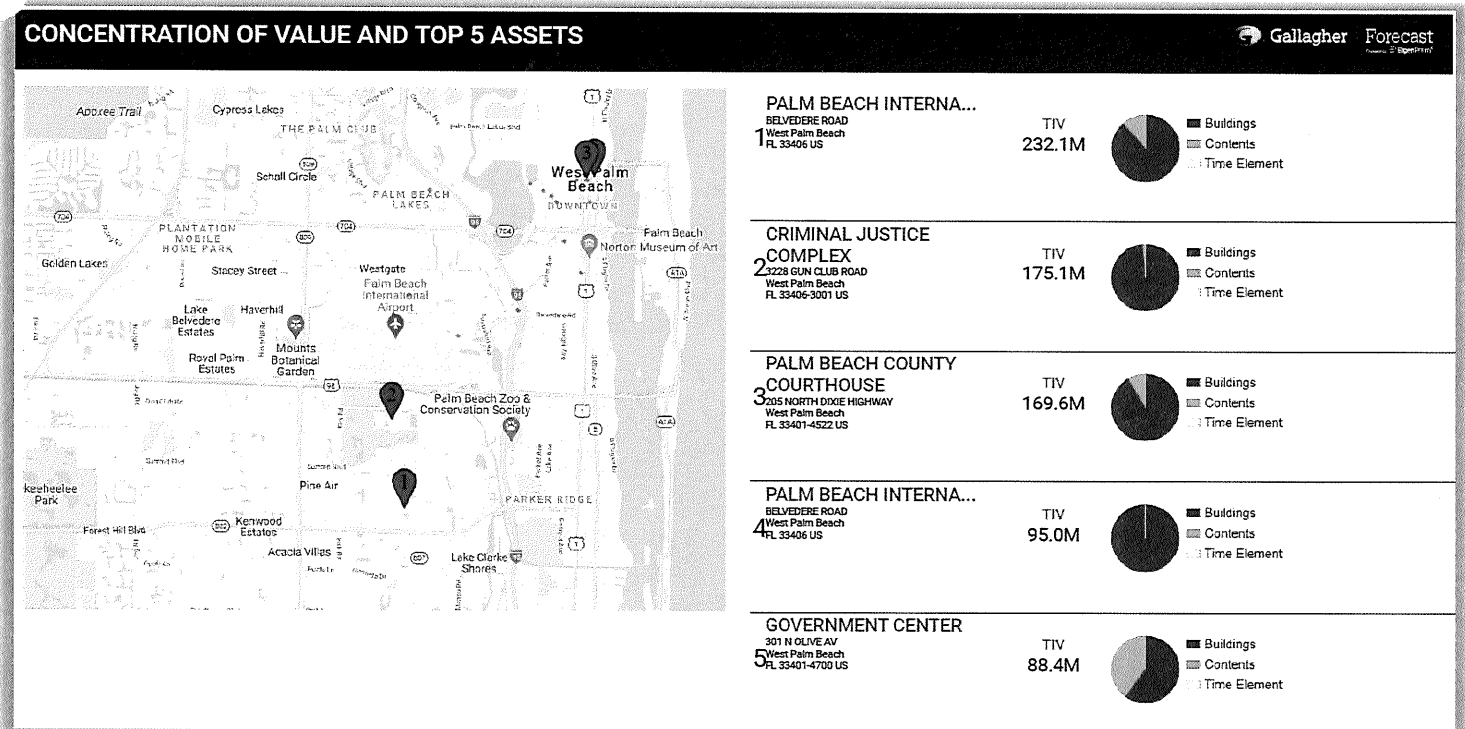
### Catastrophe Exposure Profile

The below screenshot is also part of the Profile report. It illustrates the TIV within each hazard zone.

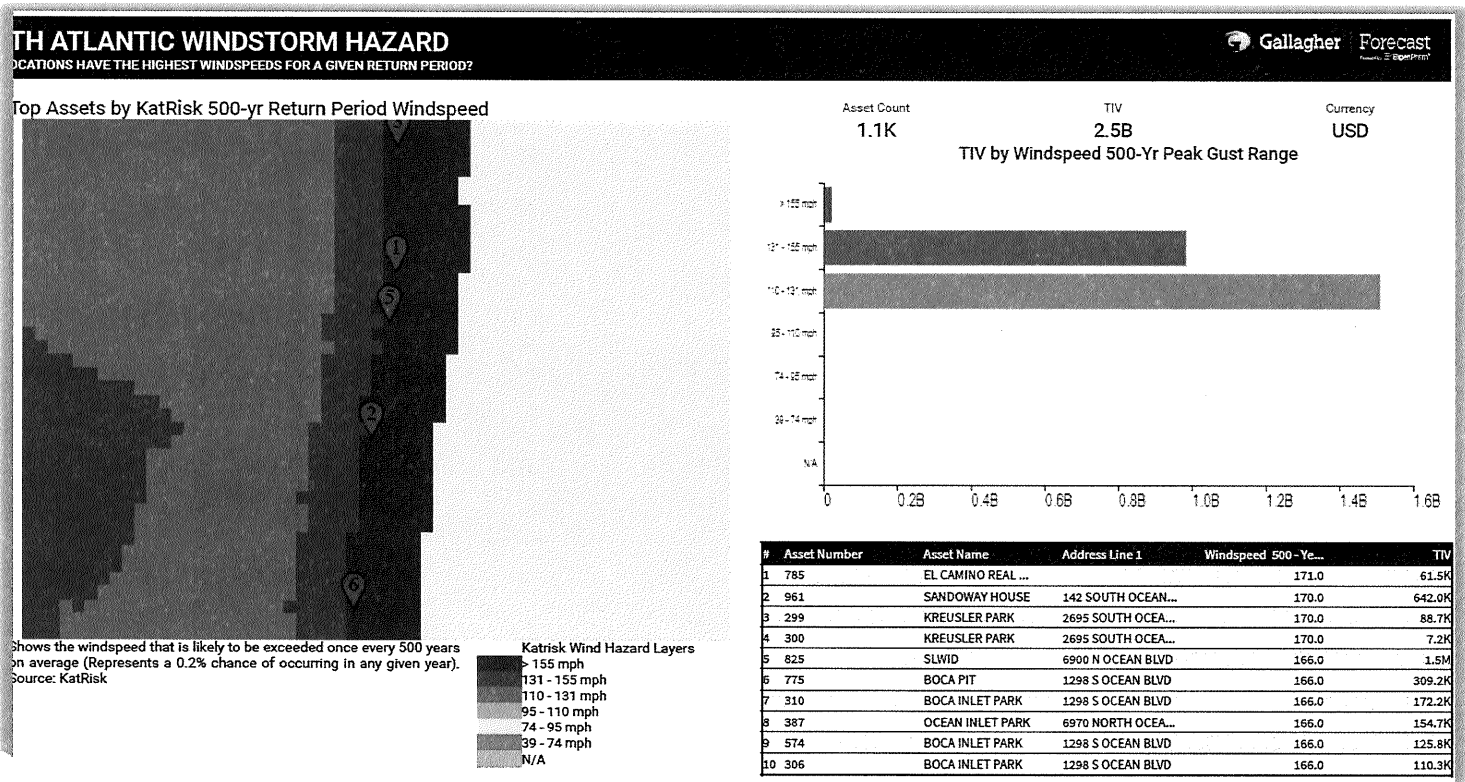


## Detailed analysis of most impactful catastrophe exposures

The below screenshot is part of the Profile report that can be created for Palm Beach County. The below output shows the top 5 locations that would have damage based on the last 65 years of tornado occurrences by the NOAA.



This is a screenshot of windstorm hazard for the County when we last ran CAT models:

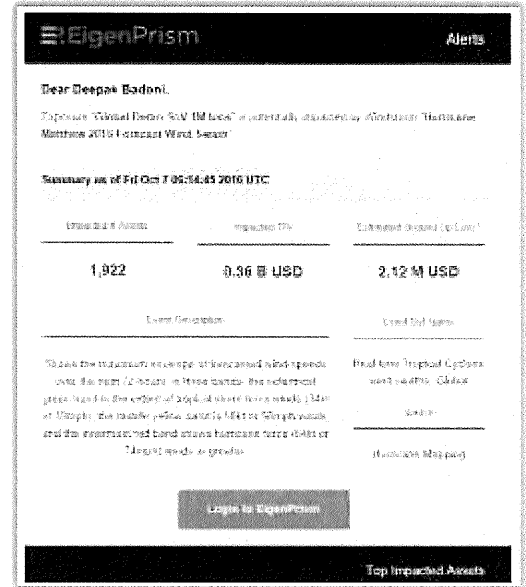


In addition to view above the profile report contains a handful of similar views, such as:

- COPE Drivers of Value and Data Quality
- Other Catastrophe Exposure Profiles
- Concentration of Values and Top 5 Assets
- Top 5 Assets by US National Seismic Hazard
- Top 5 Assets by Tropical Cyclone Occurrence Frequency
- Top 5 Assets by Hail Occurrence Frequency
- Top 5 Assets by Storm Surge Hazard
- Top 5 Assets by Wildfire Hazard Potential

### Real Time Event Response through Alerts

EigenAlert also allows for real time event feeds with global coverage of major perils (windstorm, earthquake, flood, tornado, hail, wildfire and landslide). Automated event notifications provide the estimated impact on your portfolio within minutes of an event and are fully integrated within the Gallagher Forecast platform. This allows you to run what-if scenarios on active events and conduct post-event deep dives, including near misses. These alerts allow you to facilitate disaster preparedness and response, business continuity, and supply chain resiliency. We have included an example of a real time alert.



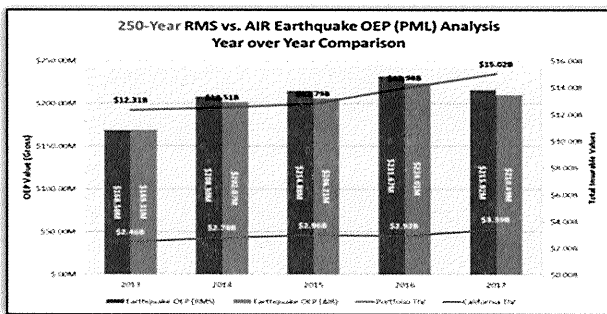
### Catastrophic Modeling Services

#### Why modeling is important

Gallagher uses the industry standard RMS CAT modeling system through our wholesale subsidiary Risk Placement Services, Inc. RMS models risk in more than 100 countries, using millions of data points, enabling Gallagher to help clients understand the potential consequences of a catastrophic event by providing our clients with detailed comparative analyses.

RPS can also run an Occurrence Exceedance Probability, OEP report – also known as Probable Maximum Loss, PML report. A sample is shown below.

Clients need quality modeling to determine appropriate limits and program requirements and to provide relevant data for investors. In times of catastrophe, modeling creates a real-time picture of assets that are subject to damage, allowing you to deploy ground-level resources to mitigate losses more quickly and efficiently while helping you budget costs.



The demand for catastrophe modeling as part of the risk management process is driven by a variety of factors: some weather or climate related, some economic, and some arising from legal and regulatory developments. Management, capital providers, rating agencies, and others have come to expect more sophistication in the risk management process, including the use of meteorological, seismological, and engineering models.

We can import the results of the RMS modeling into Gallagher Forecast platform to enable enhanced visualization of your organization’s top property catastrophe risks and their impacts. This approach also allows us to set appropriate limits through

property modeling and engage in pre-underwriting technical price analysis.

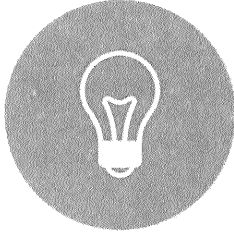
## Gallagher Drive

Gallagher Drive is Gallagher's platform of data and analytics that analyzes market conditions, claims history, and industry benchmarks to give clients and carriers data to optimize risk management programs. Together with CORE360®, Gallagher Drive creates meaningful insights for helping clients identify their total cost of risk.



When we met in November 2020, we briefly reviewed your Drive Client platform that has been created by our Gallagher Drive team in coordination with your core service team. As discussed, this analytics platform was extremely helpful to combat the hard market for our 9/1/2020 captive renewal. We would encourage setting up a separate live demo with our Gallagher Drive team to explore further and customize the dashboard for the County to utilize.

Each of these Gallagher Drive capabilities can benefit you and can be used as part of CORE360® to evaluate risk management programs:



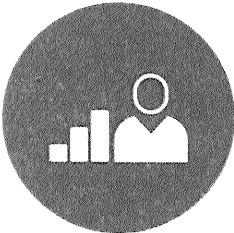
### Benchmarking Services

Compare your insurance program structures against industry peers and make more informed purchasing decisions around your coverages, your limits and potential exposures.



### Placement Analytics

Gallagher has decades of experience working with carriers complemented with unique trade data to help ensure you optimize your insurance panel along with your total cost of risk. Review carriers to ensure risk is being managed with the right carrier.



### Claims Analytics

Gallagher's proprietary data combined with our robust forecasting and modeling tools can help you better analyze your organization's loss history and related impacts.



### Consulting Services & Solutions

Our comprehensive suite of data visualizations and dashboards provide a visual story of the factors that comprise your specific total cost of risk. Our analytics consultants can show how they work together to deliver the performance your organization requires.

When used as part of CORE360® you can experience the full power of Gallagher to optimize your total cost of risk. Our analytics offerings are designed to optimize your programs through the effective use of third-party and Gallagher data. Our clients see the results because of our market relationships, trade data, and ability to provide relevant insight into your industry.



## Benchmarking Services



### BENCHMARKING

We can further customize our benchmarking services to you by including:

- Additional lines of coverage
- Rate benchmarking
- Retention benchmarking
- Enhanced peer group identification criteria through
  - exposure metrics (e.g. payroll, area, units)
  - more precise exposure bands
  - Evaluate the impact of having a fleet on the umbrella limits

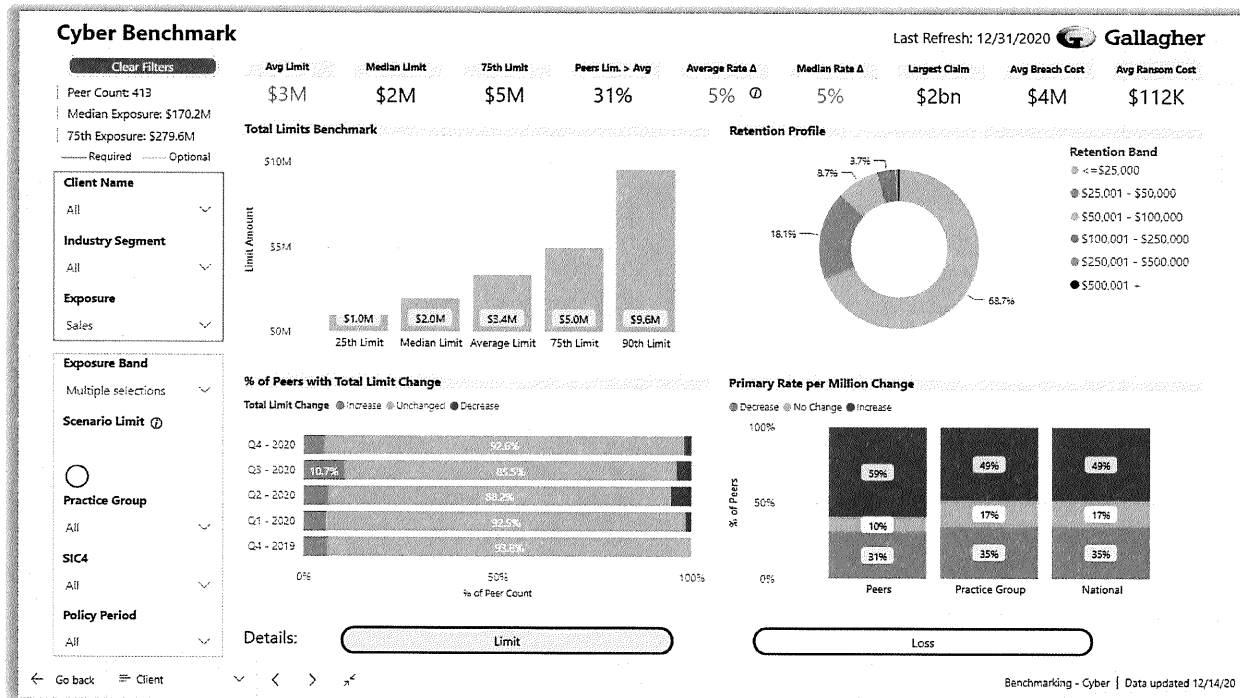
### Our benchmarking addresses core client concerns, including:

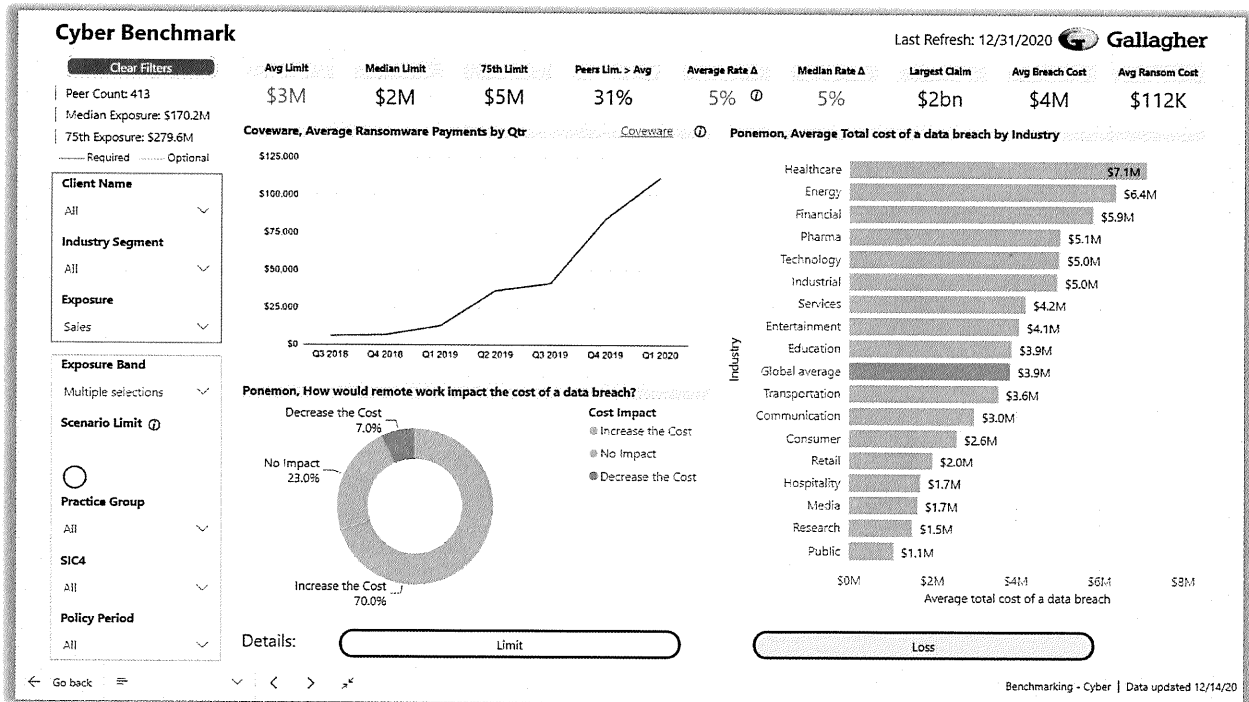
- **Your Questions:** How does my program compare to peers with similar risk profiles? Am I underinsured? What does the industry loss history suggest? Are my rates competitive?
- **Gallagher's Approach:** Gallagher creates a custom peer group that utilizes our proprietary placement and claims database. Once there we compare various elements of your program against this peer group. We supplement this analysis with approved third-party data sources. Once the analysis is complete, we work with our clients to understand what goals or structure they want to have in place to provide the most efficient coverage.
- **Impact:** By leveraging our analysis, clients can make more informed purchasing decisions. We also determine alternative markets to approach in the situations where our clients decide to change carriers.

### Custom Peer Group Benchmarking

Below and on the following pages are snapshots of current benchmarking reports run for Palm Beach County. We have discussed Cyber benchmarking over the past few years with the County, but as our data gets more seasoned and robust, the benchmarking reports become more valuable as a guide. We have included snapshots here for reference, but the benchmarking is best done live, as the Drive system is very dynamic, and we can work through and identify relevant metrics together to make the reports most valuable.

### Cyber Benchmarking – Limit





Claims Analytics

CASUALTY ANALYTICS

Our casualty analytics use Gallagher’s proprietary data as well as industry best practices to benchmark your program. This process allows us to identify areas of strength and opportunities for improvement. We also help benchmark your losses against our industry-leading claims database to make specific recommendations on your risk management program. In analyzing your data, we show claim trends within your loss history.



**Table 1: Summary of Average Annual Loss Changes from Version 16.0 to Version 17.0 Based on All Lines Portfolios from RMS Industry Exposure Databases**

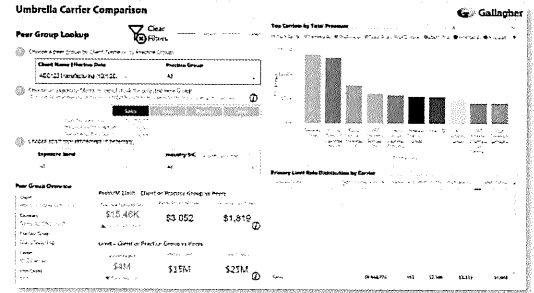
Region	Overall Change in AAL	Component Changes			
		Seismic Sources	Ground Motion	Soil	Vulnerability
California (U.S.)	↓	↓	↓	↑	↕
Pacific Northwest (U.S.)	↓	↑	↓	↕	↕
New England (U.S.)	↕	↑	↓	↑	↓
British Columbia (Canada)	↕	↑	↓	↓	↕
Mexico City (Mexico)	↓	↓	↓	↕	↓





**Placement analytics addresses these core concerns:**

- **Your Questions:** Which markets are the best suited for my program? How can I leverage Gallagher's data to secure the best placement results?
- **Gallagher's Approach:** Gallagher arms our brokers with our data and analytics insights so that they can understand trends across various lines of coverages and geographies. We create a more competitive marketplace for our clients by partnering with strategic carriers through our SmartMarket platform. The platform enables our top carriers to quote on opportunities before the marketing process begins.
- **Impact:** Our data-driven approach ensures we identify the top carriers with the best solutions for your risks.



**Consulting Services & Solutions**



Tailored solutions that enhance your program management and track TCOR mitigation strategies

**Gallagher Drive Client**

For large organizations, such as the County, Gallagher Drive can collaborate with clients to develop customized dashboards to help monitor and track risk management program performance. These Gallagher Drive Client dashboards empower the user to manipulate their data for various uses. The dashboards are powered by Microsoft Azure and created using PowerBI. Some of these include:

- Claims program benchmarking utilizing Gallagher's proprietary data and metrics
- Identification and tracking of key claims cost drivers, nature of injury, injury cause, body part, occupation
- Tenure analysis
- Lag time analysis
- Large loss analysis
- Yearly trends
- Loss stratification

Gallagher Drive also offers custom consulting projects to address clients' analytical needs to help them achieve both their short- and long-term risk management goals.

**Risk Management Operations**

- Program structure and strategy
- InsureTech vendor selection

**Services Offered**

- Loss control and safety management
- Audits
- Claims trending and scoring
- Fraud prevention

**Custom Analytics**

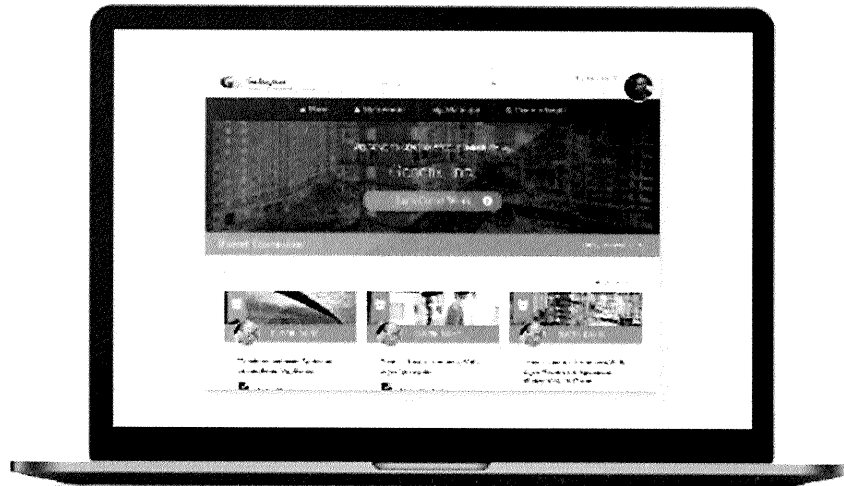
- Benchmarking services for your company utilizing Gallagher and third-party data sources
- Financial analysis
- Statistical modeling and forecasting
- Data compilation and cleansing
- Premium analysis
- Assist in setting up analytics programs

## Gallagher Insight

While the County does not currently use the Gallagher Insight communications and document retention platform, we want to highlight this as a tool that can help strengthen our internal the County / Gallagher communications. Your core service team currently engages with over 25 County associates across all operating divisions on a weekly basis. This activity generates on average 2,475 emails per year since 2015 – and this is internal County communication, not including emails out to insurance carriers or other vendors. 2020 saw 3,400+ emails. This stresses to us that communication is incredibly important to the work we do for the County, and any tool that can assist with these efforts is definitely worth looking into.

Our team can deliver documents and insurance policies through Gallagher Insight for electronic distribution of information streamlining the delivery process. Gallagher Insight is a re-imagined social and mobile application that drives collaboration between you and your Gallagher risk management team. The power of Insight is to enable two-way interaction through the digital channel – empowering Palm Beach County with summary insurance information. The focal point of Insight is to create a new level of ease for Palm Beach County, with only a click or tap standing in the way of the information you need.

At no extra cost, Gallagher Insight affords you the ability to submit service requests, view documents, and engage your account team. It is linked to Epic and Gallagher's proprietary Document Management System (DMS) so that policies, endorsements, and schedules can be uploaded in a timely manner. Insight also serves as a private social platform which minimizes back and forth emails and phone calls.



### How does it work?

Once a policy or document is delivered, our Client Managers will then upload it into Insight. Risk Management staff can access these documents several ways – by signing in and going into documents or policies folder. Documents are easy to locate. Looking for a specific policy? Go to the policy folder – you will see both active and inactive policies here. We recognize the importance of organization. Insight is designed to afford you the ease of searching for a document just like you would on the internet. In addition, we can provide Palm Beach County's insurance consultant access, with Palm Beach County's permission, to Insight so they have immediate access to policy detail at their disposal such as policies, proposals, and exposure information, without having to request from risk management.

A sampling of other documents that can be house in Gallagher Insight:

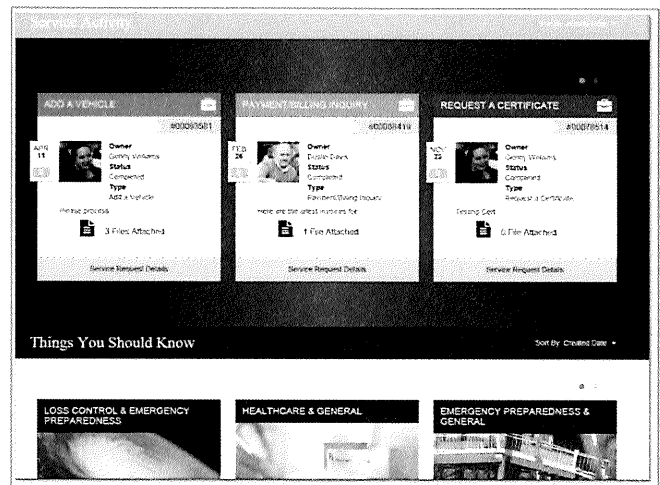
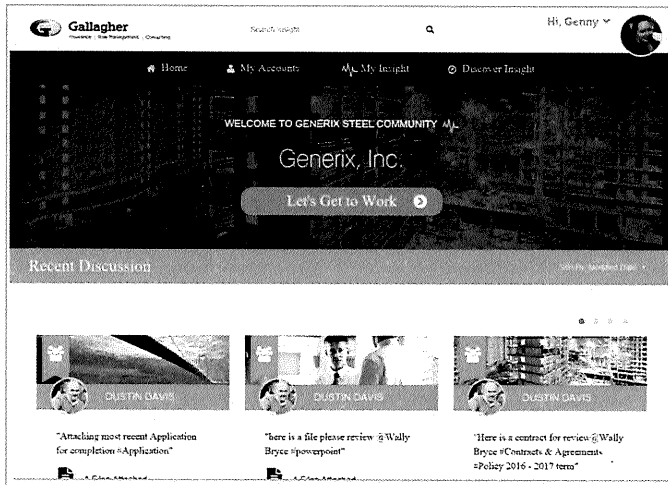
- Binders
- Stewardship Reports
- Hurricane Notebooks
- Proposals
- Schedules
- Audits

Our team can also link each policy in an email for delivery. To view a policy, all Palm Beach County has to do is simply click the link and sign into Insight. No more clogging e-mail inboxes with large PDF documents and taking up valuable desk space with hard copies.

We have several training options available. We can perform hands-on training with your service team on-site. For ease of access, we can also host live-web training with our subject matter expert. Lastly, Insight is also used as a communication portal that we can use for a number of purposes, including educational outreach, internal communication, and training.

### NEXT GENERATION ENGAGEMENT SOLUTION

- Mobile-friendly, two-way collaboration designed to connect key people with insurance and risk information
- Private Social Network between your team and ours
- Digital access to your service team and their capabilities
- Access to summary insurance information
- Ability to make and track common service requests
- Ability to access and collaborate on Key Documents



### GALLAGHER INSIGHT PROPRIETARY COMMUNITY

The Gallagher Insight community allows Palm Beach County the opportunity to further organize information and control access to that information. Each worksite has its own feed where users can post questions while tagging other users and uploading documents. The secure platform is accessible through online and mobile portals, carrying the convenience with you.



## Risk Control

Risk Control support for Palm Beach County will be provided from the Gallagher National Risk Control Group, (NRC). Our proposed risk control team for Palm Beach County will have access to four (4) risk control consultants, each degreed and board certified safety professionals, working in the local area who work directly with various public entity clients.

## Site Inspection/Assessments

Gallagher NRC proposes continuing to conduct site assessments to assess exposures in workers' compensation and liability risk. The exact locations will be determined by Palm Beach County. Gallagher is also prepared to assist Palm Beach County with the modernization of their risk assessments through the use of technology auditing platform that Gallagher has used for several years with other clients. We will covered this our proposed use of auditing technology platform in another section identified below. .

## PROPOSED AUDIT TECHNOLOGY TOOL FOR SITE ASSESSMENTS

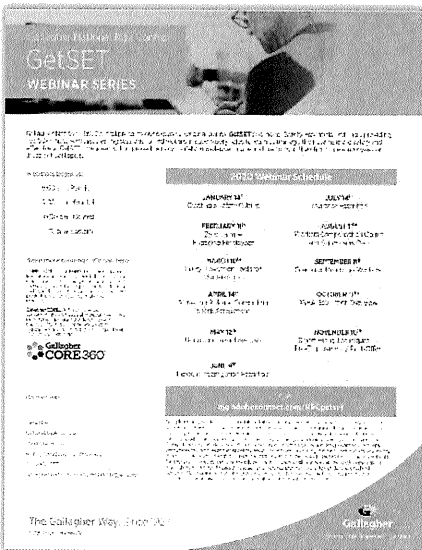
Gallagher proposes continuing to conduct site assessments to assess exposures in workers' compensation and liability risk. Gallagher is also prepared to assist Palm Beach County with the modernization of their site risk assessments via the use of a technology platform that allows the County to track inspection findings/recommendations. **Gallagher will assist the County in developing the inspection protocols that will go into the platform. Gallagher will also provide up to four user licenses for this proprietary audit system using ProcessMap as the third party provider. Gallagher will work with County to develop the site protocols and allow access to the platform under their licensure at no additionally cost.**

This platform allows for developing data technology. It will provide real time data for management leadership to make informed risk mitigation decisions to reduce risk and simplified solutions to keep employees as well as the general public safe.

In accessing our technology platform, this value added benefit allows for standardization of County risk assessment processes and aids in the creation of statistical analysis mapping to model trends. .

## OTHER ELECTRONIC SERVICES

### Gallagher Safety Essential Training, GetSET



Gallagher's exclusive GetSET program can bolster your efforts to strengthen your organization's safety culture. GetSET teaches personnel with safety responsibilities the skills to manage their teams better through a series of interactive live webcast training sessions. Your managers will gain valuable safety knowledge to share with fellow employees, improve their supervisory skills, learn to communicate more effectively, foster safe work behaviors and boost on site safety culture.

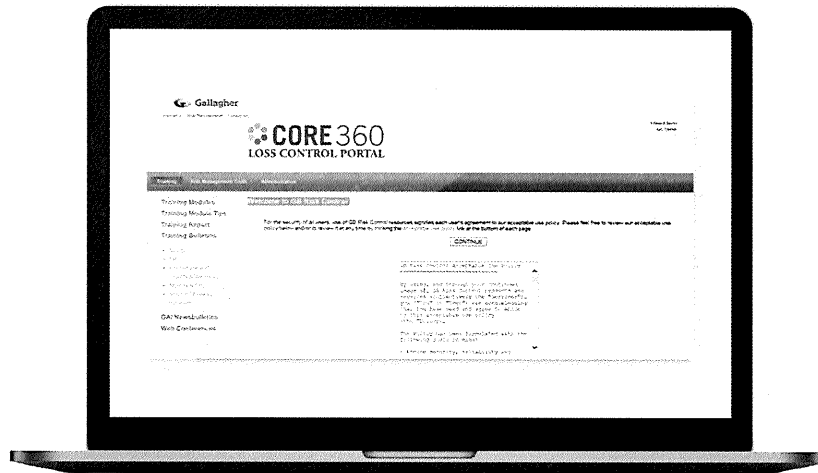
GetSET operates under the idea that site supervisors often have skills specific to their jobs, but not the tools to build an effective safety culture. GetSET's features include:

- Certificates of course completion to promote your safety culture to underwriters
- Live Q&A format
- Hand-held training technology to launch classes virtually anywhere
- Customized, cost-effective modules to meet your needs and practices
- Peer breakout sessions to help your team learn from other students
- Reports and documented audience responses that can be uploaded to your learning system or create reports for follow up.

## CORE360® Online Risk Control Training Portal

Palm Beach County can benefit from access to Gallagher's Core360® learning management Online Safety Training Platform, which provides online training. The online training platform will support your safety program; reduce losses that affect your employment practice liability, workers' compensation claims/injuries, and fleet risk. Many workplace injuries are preventable and avoidable, but necessary training needs to be provided for regulatory compliance and reducing injuries. As part of our Broker Service fee, Gallagher provides access to an extensive online safety information portal with:

- Modules created for companies' needs
- Skills development series
- Interactive discussions with on-screen or written exams
- Managers and employees gain annual access to 10 training modules of your choosing, with the opportunity to refresh 10 modules annually
- Automatic email function notifies employees of training assignments with a direct system link
- Safety bulletins and weekly best management practices training bulletins emailed regularly to users



### PROMISE NOT TO APPROACH MARKETS

By signing below, SERVICE BROKER agrees not to approach nor lock-up markets (except for the incumbent SERVICE BROKER for those insurers and coverages currently in effect) prior to being selected as COUNTY's SERVICE BROKER. Any SERVICE BROKER who fails to comply with this requirement will be considered non-responsive and disqualified. SERVICE BROKER shall agree not to approach markets until notice of intent to award the Contract is given and specific authorization is given by COUNTY's Risk Management Department.

Name of Firm: Arthur J. Gallagher Risk Management Services, Inc.

Signature and Title: \_\_\_\_\_

Print Name and Title: Zeb Holt, CIC, CLCS, CLP | Regional Executive Vice President

Telephone No: 305.639.3113

Date 05/04/2021

### 3.2 BROKER REFERENCES

Each proposer/firm should provide references indicating the name, address, key contact, phone number, e-mail address, contract dates of service, team leader assigned, premiums, and types and amounts of insurance handled for the following two (2) types of references:

#### 3.2.1

Provide at least three (3) references (excluding Palm Beach County Board of County Commissioners) for whom you acted as a broker for at least two (2) policy years since January 1, 2010. At least one (1) of these references must be from a Florida-based account handled by the team leader that will be assigned to service the County.

The following references are handled by the team leader, Judith Arenz.

REFERENCE 1	REFERENCE 2
<p><b>Hillsborough County BOCC</b>                      601 E Kennedy Blvd., Tampa, FL 33602                      Brenda Codgell                      Risk Management Program Coordinator                      813-635-8282                      CodgellB@hillsboroughcounty.org                      Contract dates of service: Since 2003                      Team leader assigned: Judith Arenz                      Premiums: \$7.5M                      Types of insurance: Property &amp; Casualty                      TIV: \$2.3B</p>	<p><b>Solid Waste Authority of Palm Beach County</b>                      7501 North Jog Rd., West Palm Beach, FL 33412                      Beth Wininger                      Director, Risk Management and Safety                      561-640-4000 ext. 4406                      bwininger@swa.org                      Contract dates of service: Since 2015                      Team leader assigned: Judith Arenz                      Premiums: \$5.5 M                      Type of insurance: Casualty                      TIV: \$833M</p>

REFERENCE 3	REFERENCE 4
<p><b>South Florida Water Management District</b>                      3301 Gun Club Rd., West Palm Beach, FL 33406                      Donald White, CPCU                      Risk &amp; Benefits Administrator                      561-682-2860                      dwhite@sfwmd.gov                      Contract dates of service: Since 1995                      Team leader assigned: Judith Arenz                      Premiums: \$635,000                      Type of insurance: Property                      TIV: \$475M</p>	<p><b>School Board of Brevard County</b>                      2700 Judge Fran Jamieson Way, Viera, FL 32940                      Mark Langdorf                      Director of Risk Management                      321-633-1911 ext. 11620                      Landorf.mark@brevardschools.org                      Contract dates of service: Since 2000                      Team leader assigned: Judith Arenz                      Premiums: \$6.2M                      Types of insurance: Property &amp; Casualty                      TIV: \$1.9B</p>

REFERENCE 5
<p><b>School District of Escambia Schools</b>                      75 North Pace Blvd., Pensacola, FL 32505                      Kevin T. Windham, CFE, CSRSM                      Director Risk Management &amp; Benefits                      850-469-6218                      kwindham@escambia.k12.fl.us                      Contract dates of service: Since 2002                      Team leader assigned: Judith Arenz                      Premiums: \$3.5M                      Type of insurance: Property                      TIV: \$ 830M</p>

We are providing a list of all of our County references for your review:

Client Name	Project Description	Client Since	Service Office
<b>COUNTIES</b>			
<b>Miami Dade County BOCC</b>	Insurance Broker of Record Property Lines of Coverage, Misc. Builders Risk Projects	1984	AJG – South Florida
<b>Broward County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage OCIP Program(s)	2010	AJG – South Florida
<b>Polk County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	1997	AJG – South Florida
<b>Hillsborough County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2003	AJG – South Florida
<b>Indian River County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2002	AJG - Orlando
<b>Orange County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2006	AJG - Orlando
<b>Palm Beach County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	1977	AJG - South Florida
<b>Pasco County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2009	AJG - Orlando
<b>Pinellas County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2009	AJG - Orlando
<b>Osceola County BOCC</b>	Insurance Broker of Record Property & Casualty Lines of Coverage	2017	AJG - Orlando
<b>St. Johns County BOCC</b>	Insurance Broker of Record Property Lines	2008	AJG - Orlando

3.2.2

Provide at least three (3) references, which have either terminated a contract or elected not to exercise a contract renewal option with you within the past three (3) years. If you cannot provide three (3) references because fewer than that terminated or elected not to renew, please provide the ones you do have or state that you have none and include the reason why the business was not retained.

**REFERENCE 1**

**Tampa Bay Water**  
 2575 Enterprise Road, Clearwater, FL  
 33763  
 Krista Simon  
 Records Manager/Insurance  
 727.791.2347  
 ksimon@tampabaywater.com  
 10/1/16 - 10/1/20  
 Team leader assigned: Judith Arenz  
 Premiums: \$1.1M  
 Type of Insurance: Property  
 TIV: \$473M  
 Reason not retained: Client elected to  
 Piggyback Clay County Contract

Please read this notification from our former client in regard to the ending of our partnership.

Tom, Judy and Agnes,

I wanted to take this opportunity to thank you all for the work you have done on behalf of Tampa Bay Water and the support you have given me over the past several years. Contract 2017-01 was completed with the binding of policies for coverage from October 1, 2019 through September 30, 2020. Tampa Bay Water has made the decision to change how we procure coverage by selecting a single broker/consultant. At the agency's Board meeting yesterday, a piggyback contract with the new single broker/consultant was approved. Thank you again for your assistance and quick response to my many questions over the years.

Krista Simon | Records Manager and Insurance | Tampa Bay Water

REFERENCE 2	REFERENCE 3
<p><b>City of Boca Raton</b>                      201 W. Palmetto Park Rd.                      Boca Raton, FL 33432                      Sivan Alamary                      Risk Management Analyst                      561.393.7921                      salamary@ci.boca-raton.fl.us                      2000 - 2021                      Team leader assigned: Judith Arenz                      Premiums: \$765,000.00                      Type of Insurance: Casualty                      TIV: \$307M                      Reason not retained: Lost RFP process</p>	<p><b>City of Jacksonville</b>                      117 West Duval Street, Suite 335                      Jacksonville, FL 32202                      Wanda Verdejo                      Property &amp; Casualty Compliance Administrator                      904.255.5314                      wverdejo@coj.net                      Christopher M. Crouch, ARM, CTL, MPE                      JAXPORT - Jacksonville Port Authority                      904.357.3083                      Chris.Crouch@jaxport.com                      2013 - 2019                      Team leader assigned: Judith Arenz                      Premiums: \$6,200,000                      Types of Insurance: Property and Casualty                      TIV: \$3B                      Limit: \$300M                      Reason not retained: Lost RFP process</p>



### 3.3 TEAM LEADER EXPERIENCE / QUALIFICATIONS INFORMATION

#### 3.3.1

Each proposer/firm shall identify and provide a resume for the primary agent (team leader) that will be assigned to the County. The resume shall include at least the past fifteen (15) years of employment, and list applicable professional designations.

Judith A. Arenz, CPCU | Area Senior Vice President | Principal, Gallagher Public Sector



2255 Glades Road, Suite 240W, Boca Raton, FL 33431

The Gallagher account team is led by Judith Arenz, who will be the primary coordinator of all Gallagher resources and will have the ultimate responsibility for delivery of services. She will respond to questions, address concerns, manage, and coordinate all available services and resources. One of Judith's primary roles is to provide technical expertise, benchmarking with other public entity programs and market relationships to ensure the County has the best insurance program available in the market.

#### RELEVANT EXPERIENCE AND QUALIFICATIONS

- 22 years with Arthur J. Gallagher Risk Management Services, Inc.
- 27 years Public Entity/Scholastic experience
- 49 years Insurance Industry experience
- Designing and implementation of risk management programs for public entities
- Manages Property Insurance Programs for clients with total insurable values that exceed \$12 Billion dollars

#### EDUCATION / DESIGNATIONS

- Licensed 2-20 Property and Casualty Agent (License #A008465)
- Chartered Property and Casualty Underwriter (CPCU)
- Certification– Risk Management Public Entities (RMPE)
- Certificate of Achievement – Introduction to the Public Assistance Process

#### AFFILIATIONS

- Risk and Insurance Management Society (RIMS) – National/Florida
- Public Risk and Insurance Management Associations (PRIMA) – National/Florida
- Florida Educational Risk Manager's Association – (FERMA)

#### PROFESSIONAL RECOGNITION



- 2010 Risk & Insurance Power Broker – Finalist
- 2011 Risk & Insurance Power Broker – Finalist
- 2018 Risk & Insurance Power Broker – Public Entity

### 3.3.2

Each proposer/firm shall describe the team leader's personal book of business, including, but not limited to, the number of accounts for which team leader is responsible, the types of accounts, experience with managing self-insured accounts, and explain how the County account compares with other clientele.

Judith Arenz, Area Senior Vice President, CPCU, will be the County's Team leader. Ms. Arenz has been responsible for the County's program since joining Gallagher in 1999. Prior to joining Gallagher, Ms. Arenz managed several of the County's programs as follows:

- Airport Liability
- Palm Tran Bus Fleet
- Professional Liability – Medical Examiners
- Property Insurance –Juno Beach Pier
- Wrap Up – Jail Project Close-Out

She has over 22 years of experience managing the County's insurance program and providing solutions to compliment the County's changing environment and Risk Management needs.

Ms. Arenz's personal book of business is comprised of eighteen (18) medium to large Public Entities; Counties, Cities, Special Districts and School Districts. Property values range from a low of \$75 million to a high of \$3.0 Billion – all exposures are located in catastrophic areas of Florida.

She has extensive experience with Property Insurance program design and structure and significant relationships with the insurance markets to assure availability of capacity, the broadest coverage terms and conditions, and the most competitive premiums.

Ms. Arenz is the team leader for the following County that is similar to Palm Beach County in scope and size:

- Hillsborough County Board of County Commissioners

Their insurance program includes Property, Casualty, Aviation, Pollution Liability, and are structured with self-insured retentions in excess of Florida Statute 768.28 or greater.

The following is a list of Ms. Arenz's personal book of Public Sector/Scholastic business:

- Palm Beach County BOCC
- Brevard County School Board
- Hillsborough County BOCC
- Town of Palm Beach
- Solid Waste Authority of Palm Beach County
- Palm Beach County Housing Authority
- Glades Day School
- Canaveral Port Authority
- South Florida Water Management District
- Seacoast Utility Authority
- City of Hallandale
- City of Tamarac
- City of Pompano Beach
- City of Sunrise
- The School District of Escambia County
- Babcock Ranch Town Operations

In addition to day-to-day management of client programs, Ms. Arenz is part of the claims management team to assure timely and positive claim settlements. She also participates in meetings with FEMA to assure proper recognition by FEMA representatives of coverage provisions and insurance claim payments.

Ms. Arenz leads her team with commitment to excellence, innovation, creativity, and delivering results.

3.3.3

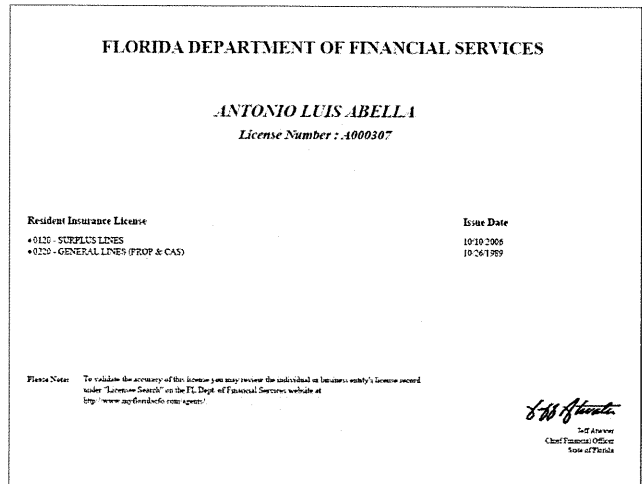
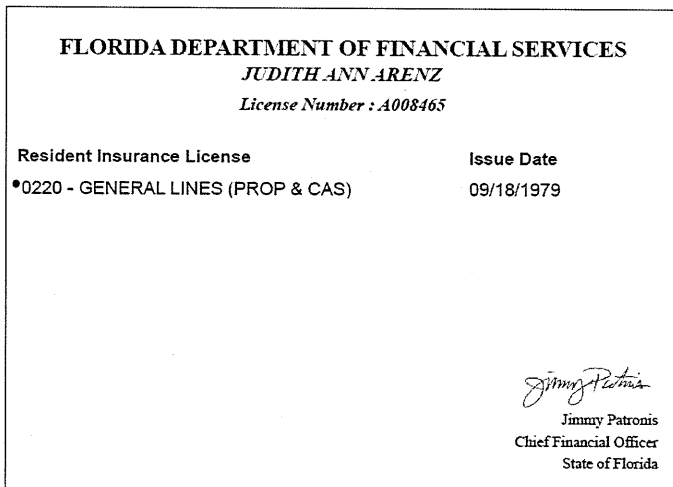
Each proposer shall identify the services to be managed by team leader for County.

KEY ACTIVITIES / RESPONSIBILITIES

- Work with Risk Management Department to establish goals, strategies, marketing and renewal activities
- Attend all meetings with Risk Management including Board meetings, Claims meetings, FEMA meetings, and Underwriter meetings
- Identification and analysis of exposures and insurance needs
- Develop risk financing options to minimize the total Cost-of-Risk
- Structuring and placement of layered Property program and Excess Liability programs
- Maximize eligibility for and access to FEMA public assistance disaster funds
- Develop manuscript policy wording
- Coordinating and executing both the program design and implementation
- Leading the team in the marketing and negotiation of financial risk transfer programs
- Comparing program options and make recommendations
- Monitor risk management program effectiveness throughout the policy term
- Prepare Reasonableness Letter for purposes of Public Assistance Program of FEMA, as required by the Stafford Act
- Coordinate Loss Control and Claims Advocacy services

3.3.4

Each proposer/firm shall provide copies of the team leader's Florida General Lines Insurance Agent license and, if applicable, their Florida Surplus Lines Agent license.



3.3.5

Each proposer shall provide the team leader's office location if different from the office identified in Appendix C.

Palm Beach County's Gallagher Team leader is Judith A. Arenz, CPCU. Her office location is 2255 Glades Road, Suite 240W, Boca Raton, FL 33431.

3.3.6

Each proposer shall explain all deviations for the team leader from the Minimum Qualifications identified in 4.5.

Your Gallagher Team Leader, Judith A. Arenz, CPCU, meets and exceeds all minimum qualifications identified in section 4.5.

**Strategic Market Access** we use the most appropriate domiciles and underwriters to get stable, cost-competitive support for the County.

**Value to the County**

- Strategic market access maximizes the best suited capacity – using direct domestic capacity is not always the best solution
- The County is not commoditized as just another submission in the global markets – you are personal and stand out to underwriters
- The County is a partner in the process with direct accountability from your placement teams

**MARKET ACCESS**

Gallagher is unique in our ability to access the marketplace through our wholly owned subsidiaries in the U.S., London, Bermuda, Asia and Europe and through independent firms. Gallagher enjoys access to the global insurance marketplace without having to go through a third-party, unlike some of our competitors not having full-range insurance marketplace access as we do. This global access allows us to access global capacity with speed and efficiency while eliminating many potential problems.

**MARKETING OF THE INSURANCE PROGRAM**

Our team will present Palm Beach County's submission to the marketplace. Gallagher has a hands-on approach to marketing of our accounts. **Your insurance specifications will never be handed over to a marketing center for “processing Your Gallagher service team outlined in this proposal will handle your account from start to finish.** This means the people with the most knowledge of your account are the same people with the market relationships to get the job done. We have access to the right people, we know the marketplace, and know your account. We are in the best position to negotiate the best possible terms for your program.

**LIAISON WITH INSURANCE CARRIERS**

Your Gallagher Service Team will act as a liaison between you and your insurance carriers as respects to all aspects of the program. We will act as an intermediary in all phases of account management from underwriting, to inspections, to loss control, to claims issues. Your Gallagher Service Team is always available to talk or to meet in person with Palm Beach County and/or the insurance carriers regarding any issues or concerns.

**IDENTIFYING CARRIER PARTNERS**

We perform a thorough analysis of risk identification and loss analysis in order to have a complete understanding of your risk profile. Once that is performed, we will design the appropriate structure for your program. We own our wholesale network and thus have access to virtually every insurance market through our networks located in the U.S., London, and Bermuda.

One area of differentiation amongst many large organizations is their ability to access a variety of forms of risk transfer capacity. Some clients opt to strictly transfer risk to excess insurers, others find benefits in the treaty or capital markets, and many choose to combine the benefits of multiple forms of capacity.

**An important differentiator of your Gallagher placement team is we are the only broker to fully integrate all forms of capacity – direct retail, wholesale E&S, facultative reinsurance, treaty reinsurance, and capital markets – into a seamless access point for our clients.** Palm Beach County can find comfort in knowing all forms of capacity were methodically accessed to determine the most appropriate mix of capital to accomplish your objectives. Additionally, this provides enhanced compensation disclosure and certainty regarding compensation practices of all firms involved in Palm Beach County's insurance placements.



### 3.5.3

Each proposer shall provide a detailed Insurance Procurement Model listing retailers, intermediaries, wholesalers, London brokers and others that would be involved placing the County's insurance. Identify entities from the list that are members of the same economic family as the proposer.

Our model always begins with developing a detailed evaluation and understanding of the unique client needs based on the risks and exposures. The next step is apply that analysis along with our market knowledge and work to build a program to meet those unique needs. Gallagher knows the Public Entity and Florida CAT markets very well and we have access and strong relationships with these markets. This is crucial to the placement of a successful and cost-effective insurance program for the County. Our long-term experience with public entities qualifies us to analyze risks and negotiate with markets to obtain the broadest terms and conditions with the most competitive pricing structure for our clients.

Gallagher has the ability to obtain more property capacity than any other broker in difficult market cycles. Simply put, all of the insurers writing catastrophic coverage in Florida have a limited amount of risk they can accept because of reinsurance and catastrophic aggregate restrictions. Every day, underwriters must choose which accounts they will issue capacity. As a result of our excellent reputation and relationships with insurance companies and intermediaries, these underwriters are more likely to provide capacity to a Gallagher account than they would to an account being marketed by an inexperienced broker.

As the longest standing and most experienced broker of property insurance in Florida for Public Entities, we have access and relationships with all the key market players either on a direct basis or through domestic intermediaries, London brokers, and or Bermuda brokers. This creates a diversified reach to the insurers for capacity and the best coverage, terms and conditions available in any market. We utilize the wholesale intermediaries and London brokers for the following key reasons:

- Market access to specialty carriers and or specialty programs
- Dedicated Product / Coverage Expertise – our chosen intermediaries are usually coverage specific professionals
- Enhanced Relationships with specialty markets to ensure consistency and leverage
- Advanced account analytics – Catastrophe modeling and technical risk assessment services
- Assistance with customized submission preparation
- Assistance in providing optional program designs to maximize carrier capacity
- Greater pricing leverage into certain markets

A Broker must have access to the markets and relationship with each distribution point:

- Admitted
- Excess and Surplus Lines Carriers
- Bermuda Carriers
- Lloyd's and International Companies

Our accounts benefit from having increased competition created by marketing to additional and diverse carriers. Gallagher's public sector experience, large customer base, premium volume and a professional marketing approach, assures our clients that we secure the best terms, conditions, and pricing in all market cycles. We work in conjunction with our intermediaries to establish the most comprehensive marketing submission with the goal of minimizing cost while maximizing coverage.

The following pages discuss and illustrate Gallagher's market access and process to achieve superior results for our clients. Below is a sampling of markets in alphabetic order your team has access to:

Direct Access Insurers	Surplus Lines Companies	International
ACE USA	ACE/Westchester	<b>Lloyd's Syndicates</b>
Allianz	AWAC	Advent
Arch	AXIS Specialty	Aegis
AXIS	Berkshire	Apollo
Berkshire	CNA E&S	Ark
Brit US	Endurance	Atrium
Chubb	Essex	Beazley
CNA	First Mercury	WRB Berkley
Commonwealth Insurance	Global Excess Partners	Hiscox
Crum & Forster	Hiscox	Jubilee
CV Starr	James River	Liberty
Fireman's Fund	Lexington	Markel
FM Global	Rockhill	Pritchard
Great American	Scottsdale Sigma	Renaissance Re
Ironshore	Underwrite	Sagicor
AIG/Lexington	Sompo Japan	Travelers
Liberty Mutual	Steadfast	Talbot
Maxum	WKF&C	
Munich Re	AXA/XL	
Navigators	Core Specialty	
NFIP	Velocity	
One Beacon		
Swiss Re		
Tokio Marine		
Travelers		
United Educators		
XL		
Zurich		
	AmRisc	
	American Safety	
	Beazley	
	Braishfield	
	Colony	
	Everest Indemnity	
	Maxum Specialty	
	Gen Star	
	Arch	
	ICAT	
	Landmark	
	LIU	
	RLI	
	RSUI	
	SRU	
	Torus	
	<b>Asian Markets</b>	
	Cathay Century	
	Insurance	
	Property and Casualty	
	Company Limited	
	(PICC)	
	China Pacific Insurance	
	Company (CPIC)	
	China Re	
	Samsung	
	Korean Re	
	Malaysia Re	
		<b>European / Bermuda Markets</b>
		ACE Europe
		Allied World Assurance
		Assicurazioni Generali
		AXIS Specialty
		CIP (Munich Re)
		Houston Casualty
		Inter Hanover
		Lancashire
		Montpellier Re
		Swiss Re
		Ariel Re
		Zurich
		AIG
		Risk Partners
		Ironshore
		Max Re
		Munich Re
		Partner Re
		Partner Re Paris
		Sirius

## ESTIMATED INTERMEDIARY USE

When beneficial to the client and with the permission of the client, we will use an intermediary to access the market. For the Excess Property program we will utilize the intermediaries listed below. They are all market leaders in the industry and long-term partners with Gallagher.

Intermediary	Owned by Gallagher	Potential Use
Risk Placement Services, Inc. (RPS)	Yes	Excess Property Domestic Surplus Lines Carriers Exclusive Boiler & Machinery Program  Rep Plasencia has worked on the Palm Beach County BOCC account as a retailer and wholesaler – for the past 26 years
AmWINS	No	Excess Property Domestic Surplus Lines Carriers
Alesco	Yes	London and European Brokerage

It is important to note that wholesale and international intermediaries are paid commissions by the carriers because the carriers believe there is value in the expertise, aggregation and distribution efficiencies. Using a wholesale broker or intermediary does not increase the cost of the insurance transaction to the insured. Producers of goods rely on wholesalers to distribute their products. The system is efficient and good because they level the playing field and enhance competition and offer growth opportunities for specialty carriers to participate on insurance placements.

One of our competitors has been very focused on using a sales approach of saying they will save client money by eliminating some wholesale commission as a "frictional cost" by approaching a few dual access (retail/wholesale) markets. Interestingly, on those accounts they discussed saving a few percentage points by eliminating some intermediaries while at the same time they projected double digits premium increases in their RFP response. We were projecting low single digit rate increases and delivered on the projection by using our long term marketing strategies. On one very large account their estimate of supposed savings was roughly 400K while their projected rate increase would have cost the insured \$3,000,000 minimum. Also interesting is that particular retailer requires all of their wholesale partners to pay them 5% of back end commissions on all placements they make for their clients. This practice was outlined in their brokerage service agreement.

*This has been a true global partnership between the County, Gallagher and your carrier panel to maintain consistent coverage and capacity despite being one of the most challenging CAT risks in the U.S.*



**Raul (Rep) Plasencia, ARIVI-P, ASLi | Area Executive Vice President, Risk Placement Services (RPS)**



2255 Glades Road, Suite 240W, Boca Raton, FL 33431

Rep assists the Gallagher team in accessing Domestic Excess and Surplus Lines carriers. He has worked closely with the Gallagher team for more than 14 years placing complex catastrophe exposure accounts and currently manages over \$65 million in property premium. He is one of RPS' national property resource for their brokerage network which places over \$600 million in property premium.

In Rep's previous position with Gallagher Global Brokerage operations, he worked on Palm Beach County account for over 10-years and has a special bond with this program to this day. He knows the history of Palm Beach County property program and was on the ground with Risk Management for Hurricane Wilma.



**Jeffrey K. McNatt, ARM | Executive Vice President – Florida, Region Leader**



AmWins Brokerage of Florida

Jeffrey opened the AmWINS office in Birmingham office in June 2007. He personally handles a \$400 million premium book of both Catastrophic and Non Catastrophic business. Specializes in Municipal and Public Entity business (pooling), Restaurants and Real Estate. Other responsibilities include leading both Property and Casualty open market wholesale brokerage operations for all of Florida, and serving on the AmWINS Group Brokerage Advisory Council. Jeffrey has over 28 years' experience in the property wholesale insurance business and has worked on the County for 24 years.

**Vince Rossi | Executive Director, Alesco | Property & Casualty Division**



25 Walbrook, London, England EC4N 8AF, United Kingdom

Vince is a lead broker for some of Gallagher London’s largest and most complex risks including Palm Beach County. His portfolio includes a number of accounts with significant wind exposure, primarily in Florida and adjoining states, and is comprised of a number of municipalities as well as many of the school boards in this area. Insurable values on these accounts range from \$2 billion to more than \$20 billion and have made him and the Gallagher Global Risks property team one of the major procurers of aggregate capacity in the London Market.

His experience in securing capacity has led him to deal with all of the major markets here in the United Kingdom as well as overseas markets in Bermuda, Europe and the United States. Vince has over 30 years’ experience in the business and has been honored to work on Palm Beach County account for over 24 years.

**Mark Hubbard | Managing Director, Alesco | Gallagher Wholesale, Property & Casualty Division**



25 Walbrook, London, England EC4N 8AF, United Kingdom

Mark will function as the lead for accessing the wholesale global marketplace outside of North America. Mark has been part of the Gallagher team since 2000; working almost exclusively on difficult to place client accounts where large amounts of catastrophe aggregate is required from markets from outside the USA. Throughout his 28 year career, Mark has worked in various different Property insurance areas but always specializing in the Property Catastrophe sector.

Mark is a senior market contact with many insurance companies throughout UK, US, Bermuda and Europe where he enjoys strong relationships with key personnel within these organizations. Mark will be available to the team as needed. He has been on the Palm Beach County account for 10 years.

**PROPOSED COMPENSATION**

**Retail Compensation**

Our proposed fee for service includes compensation to Arthur J. Gallagher Risk Management Services, Inc. retail offices providing insurance placements through Boca Raton as required in the County’s Request for Proposal.

This proposed compensation structure is based upon the full breadth of services outlined in the scope of services of the RFP. Items that either fall outside of the scope of services or extraordinary items are not necessarily contemplated within this compensation agreement. These types of items may require the negotiation of additional compensation based on the nature of the work in question. Broker agrees to notify the County in advance when it thinks that additional commission compensation will be required and both parties agree to negotiate the amount of that additional commission compensation.

Commissions shall be obtained from insurers as a percentage (%) of premiums placed not to exceed \$280,000 for AJGRMS compensation.



## Domestic Intermediaries/Wholesalers and London Brokers Compensation

AJGRMS strategically chooses the intermediaries involved in the insurance placements for each client. In a highly competitive environment, each intermediary involved in a transaction must prove its worth in the equation by adding value without any increase in cost to the insured.

We require our intermediaries, either owned or non-owned to fully disclose all of the compensation they earn. Intermediaries are compensated by commissions paid by the insurance companies. In many cases, the total commission paid by the insurers can be the same regardless of whether an intermediary is involved. Many carriers pay a higher commission when a wholesale broker is involved because the higher commission is offset by the carrier's lower distribution costs gained through numerous wholesale efficiencies. By relying on intermediaries, carriers avoid the cost of operating a large network of retail agents and they can underwrite more effectively while dealing with coverage specific specialist that have deeper understanding of their underwriting appetites and processes.

Wholesalers will be involved in negotiating the program with domestic excess and surplus lines markets and also in coordinating the international placements with the domestic capacity. London Intermediaries will be used to directly access London markets as required by the British Law/Lloyd's syndicates. We require the following from intermediaries:

## Domestic Intermediaries/Wholesalers and London Brokers Compensation (Continued)

- Access to all available domestic and international insurers
- Assistance in the structure and design of difficult property placements
- Meeting with Retail Broker and Client in the USA during regular visits
- Market intelligence, marketing updates and future outlooks
- Catastrophic wind modeling services
- Coverage consultancy
- Property standards and "best practices" as guidelines
- Periodic news bulletins and immediate announcements of breaking news
- Senior level relationships with key markets
- Monitoring insurer financial results, reinsurance program status and any regulatory action taken
- Claims advocacy and resolution
- Attend Strategy Meetings to discuss renewal goals including coverage enhancements and placement design
- Media Updates via Arthur J. Gallagher UK (AJGUK) property quarterly newsletter, "Inside Track"
- "Face-to-Face" market negotiations with underwriters whether they be in London, Europe or Bermuda

Average Commission not to exceed 6.0% average of premium placed, paid by the carriers and do not increase the insured expense.

3.5.4

Each proposer shall create a chart using the list of County's insurers in Attachment 2. indicate proposer's current ability to place coverage with each insurer and specify if this placement is a direct or indirect. Any insurer with whom proposer cannot currently place coverage should be identified.

As indicated below, AJGRMS does have access to every market on the program as the third largest broker globally.

Product	Market	Retail	London/ intermediary	Domestic/ Intermediary
Excess Liability Package	Brit (Lloyd's of London)	X		
Cyber Liability	Starr Indemnity & Liability Company			X
Boiler & Machinery	Travelers Property Casualty Company			X
Excess Workers Compensation	Safety National Casualty Corporation	X		
Property	Lexington Ins. Co.			X
	Colony			X
	Everest			X
	Westchester			X
	Berkshire Hathaway Ins. Co.	X		X
	Landmark American Ins. Co.			X
	Axis			X
	Ironshore Specialty Ins. Co.	X		X
	Hiscox	X		X
	Arch Specialty Ins. Co.			X
	Evanston Ins. Co.			X
	Lloyd's of London/AXIS			X
	Lloyd's of London			X
	Lloyds of London /MMX			X
	Swiss Re	X		X
Indian Harbor - XL/AXA			X	
Property - Water Utility	StarrTech (ACE American Insurance Co.)	X		X
	Swiss Re (Westport Insurance Co.)	X		X
Terrorism	Lloyd's of London		X	
Accident Medical Fire Training	ACE American Insurance Co.	X		
NFIP Flood	American Bankers	X		
Customs Bond	Western Surety Co.	X		
Tenant Users Liability Program (TULIP)	Atlantic Specialty Insurance Co.	X		
Storage Tank Liability	Commerce S Industry Insurance Co	X		
Storage Tank Liability (older tanks)	Liberty Surplus Lines Corporation	X		
Senior Center Accident	Ace American Insurance Co.	X		
Garage Liability	Indian Harbor Insurance Co.	X		
Fine Arts	Ironshore Indemnity	X		
AD&D Travel Accident	ACE American Ins. Co.	X		
Airport Liability	Starr Indemnity & Liability Company	X		
Public Official Bonds	Hartford Fire Insurance Co.	X		

### 3.5.5

Each proposer shall suggest a strategy for placing the County's property insurance to produce the optimal coverage for the price.

#### STRATEGY TO SECURE THE MOST COST EFFECTIVE PROGRAM

Clearly the cost of property insurance is a significant budget item for the County. With our team dedicated exclusively to large Florida governmental entities, we have specialized market knowledge, relationships and success with underwriters that are critical to the County's program. Gallagher has leverage, premium volume and strong relationships with these key underwriters and we are known as tough but ethical and trusted advocates. This is absolutely crucial to the placement of a successful, cost-effective insurance program for the County. Our long-term experience with public entities and more specifically, Palm Beach County BOCC and other large Florida property schedules qualifies us to analyze and negotiate with markets to obtain the broadest terms and conditions with the most competitive pricing structures for our clients. During most recent market cycle our clients have experienced much better results than many of their peers.

Having Palm Beach County, Broward County, Miami-Dade County, School Board of Broward County and Miami-Dade Public Schools, as clients, each for over 10 years, provides us with program benchmarks and invaluable experience in dealing with all of the nuances particular to multi-billion dollar South Florida governmental programs.

Your Gallagher Team keeps extensive peer benchmarking data to leverage the strength of our network of clients for each property insurance renewal. We utilize this information to understand the most competitive markets, and achievable terms and conditions available for large CAT property placements.

This data includes:

- Rate to Values
- Price Per Million of Capacity
- % Year-to-year Change
- Carriers Engaged in Florida CAT Placements
- Contract Terms & Conditions

In preparing our detailed Palm Beach underwriting submission to the markets we review the following key items each year:

- Analyze the renewal statement of values and verify changes and data quality
- Obtain Wind Modeling and compare results to understand any model change impacts
- Review of historical losses
- Forecast for any annual changes
- Review and consider if the two tower methodology will still save money and provide more limit – should we expand or contract. Does one, two or three towers make more sense for the upcoming year.

We ensure that the underwriting data being presented to prospective insurers is complete, accurate and presented in the most desirable format for the underwriter to assure your program gets the highest level of attention and most efficient turn-around time.

In the marketing stage, we consider the carriers' ability to respond to all aspects of the program design and underwriting specifications. We look at the carriers' financial strength and work to put them in the most appropriate position in the program to create a very balanced panel of carriers. We negotiate the broadest possible terms, and optimal limits at the lowest achievable cost. We provide decision support, including analysis of proposed terms and conditions. We have also drafted manuscript policy wording where necessary to address unique exposures as well as any additional contingent exposures you may encounter during the life of the program. We negotiate critical terms and fine-tune the overall program based on your input. Additionally, we are prepared to assist the County with internal presentations to senior management.

Our approach is not overly complicated but requires a great deal of effort and commitment. We do not rely on a "centralized" marketing model like most other brokers. Your day-to-day team members meet directly with underwriters whether the placement is direct or through an intermediary. We have developed personal relationships that go to the most senior levels of the insurance companies. We work to educate underwriters on the relative strengths of the various accounts we partner with them on, we help them become familiar with the accounts exposures, controls, procedures and key personnel.

This familiarity in turn provides underwriters a direct connection to your account, and helps them gain a sense of stability. The major property underwriters are cognizant of the fact that due to the scale of these programs, any account can result in a “career threatening” loss, in any given year. Underwriters are not eager to find themselves unemployed, thus they gravitate towards the familiar, stable accounts that have proven historically profitable and have demonstrated their desire for a long-term commitments.

As a result of our excellent reputation with insurance underwriters, they are more likely to provide capacity on a Gallagher account than they would on an account being marketed by a broker with less Florida property experience, during hard or soft market conditions. We are the largest broker of commercial property insurance in Florida and have access to markets either on a direct basis or through intermediaries, inclusive of our London and Bermuda offices. This creates a diverse reach to insurers for capacity and the best coverage terms and conditions available in the current marketplace.

## OUR CARRIER MARKETING STRATEGY – PERSONAL, LONG-TERM, STABLE

It’s an old saying that “Insurance is a Relationship Business” – that is very accurate, especially in today’s challenging market. Our team has worked tirelessly with the County staff over the years to establish close, long-term relationships with a diverse panel of carriers, while hand-selecting which capital providers earn a spot on the County’s risk transfer programs.

In this way, we have a laser-focused approach to not only which markets are accessed, but which access point is most beneficial and stable (direct, wholesale vs. international, insurance vs. capital markets/reinsurance), along with which underwriters have stayed with the County in difficult market cycles (post-9/11, post-Katrina/Wilma etc.). Palm Beach risk management team works with our brokerage team every step of the way to ensure you are comfortable and are in agreement with the panel chosen and the marketing strategy.

On the following pages, we more specifically describe our marketing process and the impact it has made on the County’s cost of risk.

### Gallagher’s Marketing Strategy – Consistency and Long-Term Support from Carrier Partners

- This enhances long-term cost stability, less budget spikes in hardening markets. The County does not experience the same withdrawal of carrier capacity in hard markets, despite being one of the toughest CAT property risk in the U.S.
- In 2019 and 2020, the County experienced much less non-renewed capacity compared to the broader property market
- Stable long-term carrier panel avoided double-digit increases experienced by other clients in 2019 and 2020.

Below are a few examples of relationships maintained between the County and key carrier partners for over 20 years, despite various hard market cycles during this time such as 9/11, Hurricane Katrina, Wilma, RMS v11 model changes, and other market moving occurrences.

- Lloyds
- Lexington
- Landmark/RSUI
- Starr Tech
- Ace/Westchester
- New markets
- Berkshire
- Everest

# Creative Approach Considerations for Palm Beach County

One of the hallmarks of our team and our work for the County is our continual innovation and adaptation to the County's ever-changing risk landscape. Many of the coverages and risk financing strategies discussed with and employed by Palm Beach were first of their kind ever placed in the Florida market. It is this dedication, persistence, and never letting the word "no" from markets discourage us that have allowed our team to have such an impact for Palm Beach County.

## INNOVATIVE COVERAGE & RISK FINANCING SOLUTIONS DEVELOPED FOR PALM BEACH COUNTY

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Over our long standing, mutually beneficial relationship, our team has brought many creative solutions to the County for consideration. The segregated property towers that was first employed at the County and continues to this day is one of the most notable. This has been probably the most replicated strategy in large governmental entities to save premium dollars and maximize catastrophe insurance limits.

We will again be looking to possibly carve out major assets (PBIA) as a possible additional property tower.

## LOOKING AHEAD – FUTURE IDEAS & CONCEPTS

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We never rest on our laurels and always have an eye toward the future as your broker, evolving your risk management strategies toward your ever-changing threats. We enjoy working with the County in discussing new innovative ideas, tailoring them to your needs, and pushing your risk transfer partners to think creatively about how to address your challenges.

On the following pages, we've included both ideas which we've discussed in the past with the County as viable alternatives, as well as a few new "out of the box" concepts which could offer unique advantages.

The following section provides comments and suggestions for the County to consider in the following areas:

1. What options can the County evaluate to reduce short-term insurance costs in the face of COVID-19 budget shortfalls?
2. How can the County maximize FEMA recovery and address Stafford Act implications to its risk financing program?
3. How can the County manage risks associated with its capital improvement plan to both reduce costs and protect the County from adverse claims?
4. What "out of the box" ideas and program alternatives could the County consider in lieu of its traditional insurance placements?

We welcome the opportunity to sit down and discuss these options in more detail with the County as we have in years' past.

## LOOKING AHEAD – IDEAS TO RELIEVE BUDGET PRESSURE IN UPCOMING 12-24 MONTHS

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As discussed in our executive summary, we fully appreciate the County's anticipated budget constraints in the coming year(s) due to the pandemic's lasting effects. As your risk management partner, we look forward to continuing discussions about how we can support your risk management team through a challenging economic and insurance market environment.

In this section, we provide brief overviews of some of the initial ideas and concepts we would explore with the County's risk management team to combat this pressure.

Our team understands none of these options exist in a vacuum. Considerations such as the Stafford Act, the County's risk tolerance, and legislative protections (or, in certain cases, lack thereof) influence the ideal solution for the County. As such, we have always provided the pros and cons of all risk financing strategies to the County so it can make the most ideal decision for your County.



## LOOKING AHEAD – ADDRESSING FEMA STAFFORD ACT REQUIREMENTS

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It's no secret that the availability of FEMA Public Assistance Grants fundamentally changes the types and structures of all of our clients' risk transfer programs. It is critical to have a team engaged with the County who both understands the Stafford Act, but also how these laws and regulations impact the County's risk financing program.

Gallagher's team is 100% dedicated to public sector risk management and understands these complexities. As part of our annual stewardship with Palm Beach Risk Management, we discuss the requirements of the Stafford Act along with ways to maximize Federal funding while protecting County assets.

Below you will find solutions we have developed both for the County and other clients which demonstrates our team's intimate knowledge of this area.

### ALTERNATIVES TO ADDRESS FEMA STAFFORD ACT REQUIREMENTS

- |   |  |
|---|--|
| 7 | <p><b>Obtain &amp; Maintain Primary Policy</b> (previously considered by County)</p> <ul style="list-style-type: none"><li>• Provides County with a primary property policy to address the County's obligations under FEMA Obtain &amp; Maintain requirements with a much lower deductible</li><li>• (+) FEMA Repetitive Loss Deductible is avoided, removes self-insurance below the County's property SIR for assets that have received prior FEMA PA grants</li></ul> |
|---|--|

Our team has worked hand-in-hand with Palm Beach to look at cost-effective ways to address various insurance requirements for the County's capital improvement projects. We have developed a thorough understanding of the type of projects financed by the general obligation bond and have developed various insurance solutions for the County.

### ALTERNATIVES FOR CAPITAL IMPROVEMENT

- |   |   |
|---|---|
| 8 | <p><b>Master Builder's Risk Program</b> (Previously Purchased by the County)</p> <ul style="list-style-type: none"><li>• County reduces insurance costs in lieu of paying for contractor-procured coverage for new schools and renovations</li><li>• (+) Reduced costs via County-procured builder's risk insurance; pre-agreed 5 Year policy providing flat rates regardless of market cycle; expanded control over coverage terms; enhancing FEMA eligibility for projects under construction</li></ul> |
|---|---|



### **3.6 BUSINESS LOCATION / LOCAL PREFERENCE**

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

Proposer shall submit at the time of proposal submission the attached “Certification of Business Location” (Appendix E) (the “Certification”) together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the proposer is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the proposer had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Proposal. The Palm Beach County Business Tax Receipt and the Certification are the sole determinant of Business Location/Local Preference points. Errors in the completion of the Certification or failure to submit the completed Certification will cause the proposer to not receive points for Business Location/Local Preference.

Provided a proposer does not qualify to receive an S/M/WBE preference, local proposers who submit the Certification, together with the required Business Tax Receipt at the time of proposal submission, shall receive five (5) points.

Please see Appendix E and Gallagher's Tax Certificate on the following pages.



**APPENDIX E  
CERTIFICATION OF BUSINESS LOCATION  
RFP NO. 21-040/DP**

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

  V  

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

  X  

Headquarters located in Palm Beach County  
Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):


Headquarters located in the Glades  
Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by   Zeb Holt  , as  
(Name of Individual)

  Regional Executive Vice President - Florida  , of   Arthur J. Gallagher Risk Management Services, Inc.    
(Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

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

  5/4/2021    
(Date)

LOCAL BUSINESS TAX RECEIPT # 21 00057355

CITY OF BOCA RATON BUSINESS TAX

THIS IS NOT A JURY... nils IS NOT A JtJU. Aty iBilgH.E) MOMS. Wm. Wkr. Afes TJJ# . rot #tl lEftmfr Z saris\* tiplfejaws »ith« 15 tor» to «VMDr pastry w tfkIk« r ii m! \*Sf vrt

Arthur J. Saulnier Risk Mgmt. 350 Golf Road, TTH Floor ROLUK Meadows 1L 6060

BUSINESS TAX RECEIPT CERTIFICATE OF LSE EXPIRES: 5/31/21

iferrinCMTin fee w 10 Penalty fee 33 M tjrfe M Tefal paid? 94.50 M

WELCOME to W Oh to Sicca Satan. We are proud to have returned business to the city of Boca Raton. We are proud to have returned business to the city of Boca Raton.

VERIFICATION OF RECEIPT: Receipt for Business Tax to the City of Boca Raton. Receipt for Business Tax to the City of Boca Raton.

APPLICATION FOR BUSINESS TAX PERMIT: Application for Business Tax Permit. Application for Business Tax Permit.

POST OFFICE ADDRESS: Post Office Address. Post Office Address.

RENEWAL NOTICE: Renewal Notice. Renewal Notice.

RENEWAL TO BUSINESS TAX PERMIT: Renewal to Business Tax Permit. Renewal to Business Tax Permit.

RENEWAL TO BUSINESS TAX PERMIT: Renewal to Business Tax Permit. Renewal to Business Tax Permit.

RENEWAL TO BUSINESS TAX PERMIT: Renewal to Business Tax Permit. Renewal to Business Tax Permit.

RENEWAL TO BUSINESS TAX PERMIT: Renewal to Business Tax Permit. Renewal to Business Tax Permit.

Table with columns: DATE PENALTY, PAY STESL TAX, and various percentages (16%, 15%, 20%, 25%, 21%).

### 3.7 COMMERCIAL NON-DISCRIMINATION

As a condition of submitting a proposal to the County, the proposer agrees to comply with the County's Commercial Non-discrimination Policy as described in Resolution 2017-1770 as amended. In accordance with Palm Beach County Code Section 2-80.24, proposer hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the proposer for this Solicitation, and to terminate any contract awarded based on the response.

At the time of proposal submission, the proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Indicate your agreement to the foregoing by signing the Price Proposal Page(s).

In accordance with Palm Beach County Code Section 2-80.24, this certification and agreement must be completed and submitted with the proposal for all solicitations.

As with any business, Arthur J. Gallagher & Co. and its affiliates ("Gallagher") may be involved in multiple regulatory actions, investigations or lawsuits (collectively, "Actions"). Specific details of Actions to which Gallagher is subject are noted in reports to the SEC, which are available in the Investor Relations/SEC Filings section at [www.ajg.com](http://www.ajg.com), particularly in the "Commitments, Contingencies and Off-Balance Sheet Arrangements" footnote to Gallagher's financial statements set out in Gallagher's most-recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. You may access these forms at [ajg.com](http://ajg.com), under the tab "Investor Relations." We respect your interest in asking this question but are unable to give any more specific detail than can be found within the public information locations noted in this response.

### **\*3.8 FINANCIAL / BUSINESS STABILITY**

Proposer should submit one of the following:

Balance sheets and income statements for the current fiscal year and prior two (2) fiscal years of operation, prepared in accordance with generally accepted accounting principles and compiled by an independent certified public accountant or notarized by the chief financial officer or owner; or

The company's federal income tax returns for the previous three (3) years as completed and filed with the federal government. Sole proprietors should provide Schedule C from Form 1040 for the previous three (3) years. The Schedule C's must be accompanied by a statement from an independent certified public accountant or a statement by the chief financial officer or owner, indicating that the Schedules are copies of the ones filed with the 1040; or

A statement from an independent certified public accountant attesting to the financial stability of the organization for the current and prior two (2) fiscal years of operation; or

A reference letter from the proposer's bank or financial institution indicating the bank's relationship with the proposer and providing a credit reference. At the time of issuance of the reference letter, the bank/financial institution must have a minimum peer group rating that meets or exceeds the threshold levels in at least two of the five approved services as listed below:

Thomson Reuters Bank Insight Quarterly Ratings – 50

JDC Bank Financial Quarterly Listing – 125

Veribanc, Inc. Listing – 3 Star Green Rating

Standard & Poor's Listing – Single A

Moody's Listing – Single A

The County reserves the right to request additional information considered pertinent to indicate any and all proposer's financial and operational capabilities. Further, the County retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient financial stability to perform the pending contract

#### **Gallagher's Annual Report**

Palm Beach County can find Gallagher's full Annual Reports on our website at

<http://investor.aig.com/phoenix.zhtml?c=104111&p=iroi-reportsannual#annual> > Investor Relations Tab > Financial Reports > Annual Reports. On the following page is a snapshot of our Annual Report standings from 2016-2020.

**Item 6. Selected Financial Data.**

The following selected consolidated financial data for each of the five years in the period ended December 31, 2020 have been derived from our consolidated financial statements. Such data should be read in conjunction with our consolidated financial statements and notes thereto in Item 8 of this annual report.

	Year Ended December 31.				
	2020	2019	2018	2017	2016
(In millions, except per share and employee data)					
<b>Consolidated Statement of Earnings Data:</b>					
Commissions	\$ 3,591.9	\$ 3,320.6	\$ 2,920.7	\$ 2,641.0	\$ 2,409.9
Fees	1,957.9	1,911.1	1,756.3	1,591.9	1,491.7
Supplemental revenues	221.9	210.5	189.9	158.0	139.9
Contingent revenues	147.0	135.6	98.0	99.5	97.9
Investment income and other	933.2	1,478.6	1,827.5	1,622.6	1,409.0
Revenue before reimbursements	6,851.9	7,056.4	6,792.4	6,113.0	5,548.4
Reimbursements	151.7	138.6	141.6	136.0	132.1
Total revenues	7,003.6	7,195.0	6,934.0	6,249.0	5,680.5
Total expenses	6,132.7	6,568.9	6,454.6	5,889.2	5,346.9
Earnings before income taxes	870.9	626.1	479.4	359.8	333.6
Benefit (provision) for income taxes	12.8	(89.7)	(196.5)	(157.1)	(96.7)
Net earnings	858.1	715.8	675.9	516.9	430.3
Net earnings attributable to noncontrolling interests	39.3	47.0	42.4	35.6	33.5
Net earnings attributable to controlling interests	<u>\$ 818.8</u>	<u>\$ 668.8</u>	<u>\$ 633.5</u>	<u>\$ 481.3</u>	<u>\$ 396.8</u>
<b>Per Share Data:</b>					
Diluted net earnings per share (1)	4.20	3.52	3.40	2.64	2.22
Dividends declared per common share (2)	1.80	1.72	1.64	1.56	1.52
<b>Share Data:</b>					
Shares outstanding at year end	193.7	188.1	184.0	181.0	178.3
Weighted average number of common shares outstanding	191.0	186.0	182.7	180.1	177.6
Weighted average number of common and common equivalent shares outstanding	195.0	190.1	186.2	182.1	178.4
<b>Consolidated Balance Sheet Data:</b>					
Total assets	\$ 22,331.4	\$ 19,634.8	\$ 16,334.0	\$ 14,909.7	\$ 13,528.2
Long-term debt less current portion	4,273.0	3,823.0	3,098.0	2,698.0	2,150.0
Total stockholders' equity	6,232.7	5,215.5	4,569.7	4,299.7	3,775.5
<b>Return on beginning stockholders' equity (3)</b>	16%	15%	15%	13%	11%
<b>Employee Data:</b>					
Number of employees - at year end	32,401	33,247	30,362	26,783	24,790

(1) Based on the weighted average number of common and common equivalent shares outstanding during the year.

(2) Based on the total dividends declared on a share of common stock outstanding during the entire year.

(3) Represents net earnings divided by total stockholders' equity, as of the beginning of the year.

# Required Appendices

## 3.9 PRICE PROPOSAL INFORMATION

Please see Price Proposal Information forms on the following pages.

**APPENDIX B  
PRICE PROPOSAL PAGES  
RFP NO. 21-040/DP**

**Page 1 of 3**

The Service Broker certifies by signature below that the following maximum compensation is submitted as the amount required to provide the Risk Management Department with Insurance Broker Services in accordance with the Scope of Work/Services set forth in this RFP document.

Contract Year	Maximum Compensation
1 <sup>st</sup> Year (initial contract term)	\$ 280,000.00
2 <sup>nd</sup> Year (first option year)	\$ 280,000.00
3 <sup>rd</sup> Year (second option year)	\$ 280,000.00
4 <sup>th</sup> Year (third option year)	\$ 280,000.00
5 <sup>th</sup> Year (fourth option year)	\$ 280,000.00
Grand Total* Maximum Compensation	*\$ 1,400,000.00

\*This figure is for evaluation purpose only

List all pricing for any services not included in the pricing above, and indicate how the rate applies, i.e., per item, per hour, per month, per person, per year, etc.:

**APPENDIX B  
PRICE PROPOSAL PAGES  
RFP NO. 21-040/DP**

**Page 2 of 3**

ADDITIONAL FEES TABLE

Name of the Service	Cost
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____

Use additional sheets if necessary.

The Proposer certifies by signature below the following:

- a. This price(s) is current, accurate complete, and is presented as the Total Price(s), including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.



**APPENDIX B  
PRICE PROPOSAL PAGES  
RFP NO. 21-040/DP**

**Page 3 of 3**

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

e. The information in Section 3.7 Commercial Non-Discrimination Certification is true and correct to the best of the Proposer's knowledge.

f. There are no legal proceedings required to be disclosed, as required by Section 3.7 Commercial Non-Discrimination, except as disclosed in Proposer's proposal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

**IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.**

**NAME (PRINT):** Zeb Holt, CIC, CLCS, CLP

**TITLE:** Regional Executive Vice President

**COMPANY:** Arthur J. Gallagher Risk Management Services, Inc.

**ADDRESS:** 2255 Glades Road, Ste. 240W

**CITY/STATE/ZIP:** Boca Raton, FL 33431

**TELEPHONE NO.** 305.639.3113

**SIGNATURE:** 

3.10 BUSINESS INFORMATION

**APPENDIX C  
BUSINESS INFORMATION  
RFP NO. 21-040/DP**

Full Legal Name of Entity: Arthur J. Gallagher Risk Management Services, Inc.  
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 2255 Glades Road, Ste. 240W, Boca Raton, FL 33431

Telephone Number: ( 561 1998-6780 ) Fax Number: ( 1 )

Form of Entity:

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: 36-2102482

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes  No

If yes to the above, as of what date? 1977

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Zfeb Holt

TITLE: Regional Executive Vice President – Florida

COMPANY: Arthur J. Gallagher Risk Management Services, Inc.

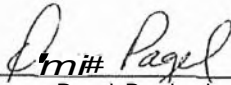
**3.11 AMENDMENTS TO THE RFP**

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

**AMENDMENT NO. 1 to  
RFP No. 21-040/DP  
Page 12 of 14**

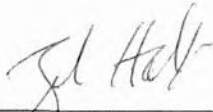
All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 21-040/DP and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

**NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.**

  
\_\_\_\_\_  
Donna Pagel, Purchasing Manager

**ACKNOWLEDGMENT:**

Arthur J. Gallagher Risk Management Services, Inc.  
\_\_\_\_\_  
COMPANY NAME

  
\_\_\_\_\_  
SIGNATURE

5/4/2021  
\_\_\_\_\_  
DATE

# Additional Appendices

## 3.12 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Not Applicable - There is no additional information pertinent to this project which has not been specifically solicited in any of the aforementioned sections.

# Section 4 Scope of Work/Services

## 4.4 SCOPE OF WORK

Gallagher agrees to continue to render all of the following professional services, including other services not defined herein that are usual and customary to that of an insurance broker which may become necessary during the term of the Contract.

#	Scope of Work:	Gallagher's Ability & Willingness to Perform Service
<b>4.4.1 Standards of Conduct</b>		
A	SERVICE BROKER shall comply and maintain the standard of conduct and ethical behavior as required by law and industry standards in rendering professional insurance services to COUNTY.	✓
B	SERVICE BROKER shall act in COUNTY's best interest.	✓
<b>4.4.2 Staffing Resources</b>		
A	SERVICE BROKER shall assign a local, experienced team leader and adequately staffed service team to meet the COUNTY's needs.	✓
B	SERVICE BROKER shall provide at least one (1) experienced, Insurance Specialist to be able to work at COUNTY's Risk Management Offices full-time to augment the COUNTY's Property & Casualty Division. The Insurance Specialist shall have prior experience reviewing Certificates of Insurance for compliance, designating coverage requirements in contracts with third-parties, gathering underwriting data, working with a broker to purchase and renew insurance policies, maintaining a property schedule, reviewing loss/accident reports, gathering additional pertinent claims information, communicating with claimants and attorneys pursuing claim, and reporting claims to the Claims Administrator. The Insurance Specialist must be proficient with Microsoft Excel and PowerPoint to create and edit reports, and to prepare presentations.	✓
C	SERVICE BROKER shall provide clerical staff to complete insurance applications, collect underwriting data, document property values, and other such duties as required.	✓
<b>4.4.3 General Services</b>		
A	SERVICE BROKER shall keep the COUNTY informed of changes in the insurance market which may affect COUNTY's insurance program or coverage.	✓
B	SERVICE BROKER shall provide COUNTY with a written proposal for each policy purchase or renewal including past premiums for the same coverage if applicable, competitive coverage options, or indicate why no competitive coverage options may be obtained, including the minimum earned premium, analysis to allow COUNTY to make an informed selection.	/
C	SERVICE BROKER shall advise, consult, and make recommendations to COUNTY on new or existing insurance program(s) and/or coverage, and negotiate and place coverage as directed by COUNTY.	/
D	SERVICE BROKER shall timely review and provide all insurance documents such as policies, binders, and endorsements for bound policies.	✓
E	SERVICE BROKER shall aid COUNTY, when requested, with answers to coverage questions and, or act on behalf of COUNTY in claims disputes with insurer(s).	✓
F	SERVICE BROKER shall provide COUNTY, when requested, with written responses on market research or market conditions relating to insurance and risk management-related matters.	✓
G	SERVICE BROKER shall comply with the COUNTY's agenda submission deadlines for Board of County Commissioner meetings for approval of applicable insurance purchases including, but not limited to the policy renewals: <ol style="list-style-type: none"> <li>1. April 1: Excess property, excess workers' compensation, boiler and machinery, terrorism, excess liability policies.</li> <li>2. October 10: Airport liability and airport excess liability policies.</li> </ol>	✓
H	SERVICE BROKER shall assist COUNTY in the designation of insurance requirements for COUNTY's procurement of goods and services.	✓
I	SERVICE BROKER shall make all reasonable efforts, based on information available, to place the COUNTY's insurance coverage with financially stable insurance companies that have the ability to meet their ongoing obligations to COUNTY.	✓
J	SERVICE BROKER shall provide COUNTY, on an annual basis, a full accounting of all commissions earned by SERVICE BROKER or others such as subsidiaries whether wholly owned or not.	/

#	Scope of Work:	Gallagher's Ability & Willingness to Perform Service
K	SERVICE BROKER shall monitor the Federal Emergency Management Agency's (FEMA) Robert T. Stafford Disaster Relief and Emergency Assistance Act and notify COUNTY, on a timely basis, of all proposed or enacted changes which may adversely affect the COUNTY's insurance program or may jeopardize the COUNTY's compliance with it.	✓
L	SERVICE BROKER shall assist COUNTY in identifying and analyzing property and liability loss exposures.	✓
M	SERVICE BROKER shall assist, coordinate and facilitate the implementation of property loss control recommendations between insurer(s) and COUNTY.	✓
N	SERVICE BROKER shall coordinate and, or facilitate the administration of claims between claims administrator, COUNTY, SERVICE BROKER and, or insurer(s).	✓
O	SERVICE BROKER shall coordinate and, or arrange in-person meetings, when requested, between COUNTY and insurance company underwriter(s).	✓
P	SERVICE BROKER shall agree to provide other services usual and customary to those of an insurance broker but not identified in this Request for Proposal at the request of COUNTY at the agreed upon additional fee, if any, as identified in the Price Submittal.	✓
Q	SERVICE BROKER shall assist COUNTY, upon request, in locating insurance-related services such as risk management software, tracking of insurance compliance, property appraisal services, loss control services, etc.	✓
R	SERVICE BROKER shall assist COUNTY with the creation/editing of insurance-related reference materials for COUNTY's use.	✓
<b>4.4.4 Claims Administrator Services</b>		
A	SERVICE BROKER shall provide consultation, guidance, expertise, and/or support to COUNTY, when requested, related to the COUNTY's contracted claims administrators for workers' compensation or property & casualty claims.	✓
B	SERVICE BROKER shall intercede between COUNTY and its claims administrators for workers' compensation or property & casualty claims when requested by COUNTY.	✓
<b>4.4.5 Property Program</b>		
A	SERVICE BROKER shall provide a computer system to maintain and manage COUNTY's Statement of Values (SOV) with construction, occupancy, protection and exposure (C.O.P.E.) attributes, secondary modifiers, and other relevant data which is accessible by at least the Insurance Manager and the Director of the Risk Management Department.	✓
B	SERVICE BROKER shall inform underwriters of increases, and, or decreases (additions or changes), in property values as notified by COUNTY, or by professional appraisal.	✓
C	SERVICE BROKER shall provide, annually and prior to renewal of the property insurance, catastrophe modeling data for COUNTY's inventory including Probable Maximum Loss and Average Annual Loss estimates to COUNTY.	✓
D	SERVICE BROKER shall facilitate property appraisals for all COUNTY buildings by a qualified professional appraiser acceptable to the COUNTY such that prior to the end of contract term all buildings have had in-person, on-site appraisals with photographs. At the time of this RFP, there are approximately 1000 buildings located at approximately 350 separate locations. This means over a five year term (one-year contract with four optional renewals), at least 20% of the COUNTY's buildings would be appraised each year to meet the 100% requirement by the end of year five, provided that all contract renewal options were exercised.	✓
E	SERVICE BROKER shall identify the flood zone for each COUNTY building, and provide an Elevation Certificate for any property located in a Special Flood Hazard Zone for which an Elevation Certificate is not already on file. Further, SERVICE BROKER shall review this information as necessary, but at least each year, to stay current with updates to the FEMA flood map. Note: Elevation Certificates are on file for all properties listed on the Flood Insurance Schedule. See Attachment 6, Flood Insurance Schedule.	✓
<b>4.4.6 Risk Financing</b>		
A	SERVICE BROKER shall assist COUNTY examining the feasibility of alternative risk financing techniques.	✓
B	SERVICE BROKER shall assist COUNTY in selecting the best and most cost-effective risk financing techniques.	✓
C	SERVICE BROKER shall assist COUNTY in implementing, monitoring and improving its risk financing techniques.	✓
<b>4.4.7 Premium Invoicing and Payments</b>		
A	Invoices, for premium payments, shall be sent to COUNTY at least thirty (30) days before the payment is due to allow adequate processing time. If fewer than thirty (30) days is allowed, then SERVICE BROKER shall advance the premium(s) on the COUNTY's behalf or make other arrangements with intermediaries or insurers to ensure that policies are not cancelled for non-payment of premium.	✓
B	Each invoice, for premium payment, shall include among other things, the premium amount, invoice number, the carrier's name, policy number, due date, and coverage type, i.e. property, fine arts, casualty, flood, etc.	✓



#	Scope of Work:	Gallagher's Ability & Willingness to Perform Service
<b>4.4.8 Meetings at County</b>		
A	SERVICE BROKER shall attend at least five (5) meetings per year in-person at the COUNTY offices. Other meetings may be required as determined based on need. Some of the other meetings may be attended via telephone.	✓
B	SERVICE BROKER shall attend all insurance-related Board meetings to provide expertise to the Commissioners. The Board meetings that require in-person attendance which are already known are the renewal in April, and the renewal in October. Any other Board meetings that require in-person attendance will be disclosed as they are determined. As much advanced notice as possible will be provided.	✓
C	SERVICE BROKER shall attend all claims reviews and stewardship meetings for the Workers' Compensation and Property & Casualty Divisions.	✓
D	SERVICE BROKER shall attend other Risk Management Department meetings as requested with advanced notice.	✓
<b>4.4.9 Additional Reports</b>		
A	SERVICE BROKER shall provide, upon each excess property insurance renewal, a spreadsheet with a breakdown by carrier, percentage of coverage by each carrier for each layer of insurance i.e. primary, first excess, second excess, etc. until all layers have been accounted for. See Attachment 10, Sample Reports.	✓
B	SERVICE BROKER shall provide a premium breakdown by COUNTY Program (General County, and Water Utilities) for the property insurance renewal. This report allocates the premium dollars per share of the insured values of each Program. A further breakdown of the General County by premium dollars to insured values shall be performed for: Airports, Tourist Development Council, and other departments as may be required. See Attachment 11, Sample Reports.	✓
C	SERVICE BROKER shall provide an annual coverage summary in MS Excel to COUNTY (coinciding with COUNTY's fiscal year October through September) listing all insurance purchased for COUNTY over the year. This list shall identify the coverage type, carrier's name, carrier's AM Best rating, commission earned (4.4.3.J.), policy number, premium, policy limits, policy deductible, etc.	✓
<b>4.5 MINIMUM QUALIFICATIONS</b>		
A	SERVICE BROKER shall hold both a Florida General Lines Insurance Agency License and, if required by the State of Florida, a Surplus Lines Agency License.	✓
B	SERVICE BROKER's firm assigned to the COUNTY must have been in business in Florida a minimum of five (5) years.	✓
C	SERVICE BROKER's team leader assigned to COUNTY must have been in practice in Florida for a minimum of five (5) years.	✓
D	SERVICE BROKER shall have extensive experience in placing insurance for an entity of similar size and nature to the COUNTY.	✓
<b>4.6 FEES/COSTS/COMPENSATION</b>		
A	SERVICE BROKER shall place coverage for the COUNTY at a no commission paid by COUNTY basis. SERVICE BROKER shall be fully compensated for all services provided to the COUNTY from commissions and/or other compensation from insurers, intermediaries and/or other sources.	✓
<b>4.7 RESERVATIONS</b>		
A	COUNTY reserves the right to negotiate directly with certain markets not normally available to agents or brokers, such as self-insured funds or pools, self-insured retention groups, syndicates or finite risk management insurance programs.	✓
B	COUNTY reserves the right, but not an obligation, to request the SERVICE BROKER to service, underwrite, market, and place coverage on both existing or new insurance program(s) or coverage provided it is in the COUNTY's best interest to do so.	✓
C	COUNTY reserves the right to procure additional lines of coverage via normal Risk Management Department and Purchasing Department procurement methods in lieu of utilizing SERVICE BROKER.	✓
D	COUNTY reserves the right to accept, amend, or reject a proposal(s) for new or existing coverage made by the SERVICE BROKER.	✓
<b>4.8 AGENT OF RECORD AND RELEASE CONDITION</b>		
A	SERVICE BROKER shall agree to service, underwrite, market, and place existing coverage mid-term or at renewal under an Agent of Record Assignment by COUNTY. In the event the Contract is terminated or an option year is not exercised, SERVICE BROKER shall agree to release all insurer(s) and/or intermediary(s) to COUNTY; as well as to COUNTY's newly designated SERVICE BROKER, to service, underwrite, market and place any existing or new insurance program(s) to all voluntary and available insurance markets.	✓

#	Scope of Work:	Gallagher's Ability & Willingness to Perform Service
<b>4.9 COUNTY LIAISON / INSURANCE CONTACT PERSON</b>		
A	<p>SERVICE BROKER shall agree to utilize the COUNTY's Risk Management Department for assistance in gathering underwriting information, claims handling, loss control services, general service issues, premium notices or other related correspondence. All official correspondence and notices from the SERVICE BROKER or insurer(s) shall be delivered to:</p> <p>Jacqueline Binns,  Property &amp; Casualty Insurance and Claims Manager  Risk Management Department  100 Australian Ave., Suite 200  West Palm Beach, FL 33406  Office: (561) 233-5422  Email: <a href="mailto:jbinns@pbcgov.org">jbinns@pbcgov.org</a></p>	✓
<b>4.10 ADHERENCE TO PROJECT TIME FRAMES AND RENEWAL DATES</b>		
A	SERVICE BROKER is given approximately one (1) month to collect underwriting data, market, negotiate with underwriters, prepare and deliver coverage proposals to COUNTY.	✓
B	SERVICE BROKER shall present coverage proposals to COUNTY at least forty-five (45) days prior to the coverage inception date in order to meet COUNTY's meeting agenda submittal deadlines. SERVICE BROKER shall accommodate all of the COUNTY's deadlines so as not to create gaps (lapses) in coverage for COUNTY.	✓



# Section 8 Appendices

## **APPENDIX A - QUESTIONNAIRE**

Please see Section 3.1 on pages 2-27 for APPENDIX A – QUESTIONNAIRE.

## **APPENDIX B - PRICE PROPOSAL PAGE(S)**

Please see Section 3.9 on pages 92-95 for APPENDIX B - PRICE PROPOSAL PAGE(S).

## **APPENDIX C - BUSINESS INFORMATION**

Please see Section 3.10 on page 96 for APPENDIX C - BUSINESS INFORMATION.

**APPENDIX D - OEBO SCHEDULES 1, 2, 3(A) & 4**

FE mmi gHHm 99/9/99 99/9

**OEBO SCHEDULE 1**

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Insurance Broker Services SOLICITATION/PROJECT/BID No.: RFP No. 21-040/DP  
 NAME OF PRIME RESPONDENT/BIDDER: Arthur J. Gallagher Risk Management Services, Inc. ADDRESS: 2255 Glades Road, Ste. 240W, Boca Raton, FL 33431  
 CONTACT PERSON: Judith Arenz PHONE NO.: 561-998-6780 E-MAIL: Judy\_arenz@ajg.com  
 SOLICITATION OPENING/SUBMITTAL DATE: May 5, 2021 DEPARTMENT: Arthur J. Gallagher Risk Management Services, Inc.

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Arthur J. Gallagher Risk Management Services, Inc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—	—	—	—	various 95%
2. Professional Risk Control Consulting Services, LLC (PRCCS) – David Daley	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5%	—	—	—	—
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
(Please use additional sheets if necessary)				Total	5%	—	—	95%

Total Bid Price \$ 280,000.00 Total SBE - W/WBE Participation 5%  
 I hereby certify that the above information is accurate to the best of my knowledge: Qtumft. / Avf Rsk i - Wvj  
 Signature Title

- Note:
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  - Modification of this form is not permitted and will be rejected upon submittal.



**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOUCITATION/PROJECT NUMBER: RFP No. 21-040/DP

SOLICITATION/PROJECT NAME: Insurance Broker Services

Prime Contractor: Arthur J. Gallagher Risk Management Services, Inc. subcontractor: Professional Risk Control Consulting Services, LLC (PRCCS) – David Daley

**(Check box(s) that apply)**

53 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): February 24, 2020

The undersigned affirms they are the following (select one from each column if applicable):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
53 Male <input type="checkbox"/> Female	X African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	loss control services	TBD	TBD	-	5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

Arthur J. Gallagher Risk Management Services, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Zeb Holt  
 Print Name  
 Regional Executive  
 Title  
 Date: 5/4/2021

Professional Risk Control Consulting Services, LLC  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
David Daley  
 Print Name  
 Area Vice President and Safety Management  
 Title  
 Date: 05/21/2021

Revised 09/17/2019



APPENDIX E - CERTIFICATION OF BUSINESS LOCATION

APPENDIX E
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 21-040/DP

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

[X] Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

[X] Headquarters located in Palm Beach County
Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

[ ] Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

[ ] Headquarters located in the Glades
[ ] Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by Zeb Holt, as (Name of Individual)

Regional Executive Vice President - Florida, of Arthur J. Gallagher Risk Management Services, Inc. (Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

[Handwritten Signature]
(Signature)

5/1/21
(Date)

**LOCAL BUSINESS TAX RECEIPT # 21 00057355**

**CUT OF BOCA RATON BUSINESS TAX Airn <<tY**

THIS IS NOT A BILL

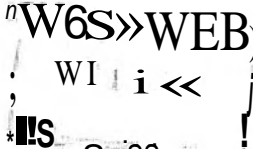
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ARTHUR L SAARMAHER  
LIU CAJUBES #15 2<<E

**BUSINESS TAX RECEIPT  
CHRMI CATE OF USE  
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**ARTHUR L SAARMAHER ftiSRWGMT  
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ROHLUNQ MEADOWS 1L 60008**



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**APPENDIX F - DRUG FREE WORKPLACE CERTIFICATION**

**APPENDIX F  
DRUG-FREE WORKPLACE CERTIFICATION  
RFP NO. 21-040/DP**

**IDENTICAL TIE PROPOSALS** - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Zeb Holt the  
(Individual's Name)

Regional Executive Vice President - Florida of Arthur J. Gallagher Risk Management Services, Inc.  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

*kw* kwt  
Signature

5/9/2021  
Date

APPENDIX G - DISCLOSURE OF OWNERSHIP INTERESTS

APPENDIX G  
DISCLOSURE OF OWNERSHIP INTERESTS  
RFP NO. 21-040/DP

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:  
[ ] an individual or  
[ ] the \_\_\_\_\_ of \_\_\_\_\_  
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_








Secretary's Certificate

Arthur J. Gallagher Risk Management Services, Inc.

I, April Hanes-Dowd, do hereby certify that:

1. I am the duly elected and qualified Secretary of Arthur J. Gallagher Risk Management Services, Inc. (the "Company") a corporation duly organized, existing and in good standing under the laws of the State of Illinois;
2. In such capacity I have access to and am familiar with the corporate records of the Company; and
3. Zeb Holt is a duly appointed Regional Executive Vice President of the Company and in such capacity has the authority to sign the documents, including but not limited to, non-disclosure agreements, requests for proposals and contracts on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has set her hand and affixed the seal of this corporation this 16<sup>th</sup> day of September, 2020.

  
April Hanes-Dowd  
Secretary

Corporate Seal



Certificates of insurance

aaiaNMMi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)  
4/19/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chi.Certificates@ajg.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: ACE Property & Casualty Insurance Co INSURER C: Arch Indemnity Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite 200E Boca Raton, FL 33431	ARTHJGA113 NAIC # 11150 20699 30830

COVERAGES CERTIFICATE NUMBER: 438715034 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="radio"/> OCCUR GENL AGGREGATE UMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	41GPP4938413	10/1/2020	10/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	41CAB4938313 (AOS) 41CAB4939013 (MA)	10/1/2020 10/1/2020	10/1/2021 10/1/2021	COMBINED SINGLE UMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE PEP <input checked="" type="checkbox"/> RETENTION \$ 25,000		XOO G46820149 004	10/1/2020	10/1/2021	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="radio"/> N/A	41WCI4938113 (AOS) 44WCI0501913 (NY, TX, CA, KY, MO)	10/1/2020 10/1/2020	10/1/2021 10/1/2021	EL PER STATUTE THE EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS (VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability:  
 General Aggregate Per Location Subject to \$10 Mil Policy aggregate.  
 Certholder is shown as an additional insured on the General Liability policy per form 00 GL0596 00 04 10 and the Auto Liability policy per form 00 CA0115 00 0410 as required by written contract pursuant to and subject to the policies terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents do Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach CA 90801 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938413**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/01/2020**

00 GL0596 00 04 10

Page 1 of 1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR TRUCK CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

Under **SECTION II – LIABILITY COVERAGE**, the **Who is An Insured** provision in paragraph **A. 1** is amended to include as an additional "insured" the person or organization who is required under a written contract with you to be included as an "insured" under this policy, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41CAB4938313**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/01/2020**

00 CA0115 00 04 10

Page 1 of 1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR TRUCK CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

Under **SECTION II – LIABILITY COVERAGE**, the **Who is An Insured** provision in paragraph **A. 1** is amended to include as an additional "insured" the person or organization who is required under a written contract with you to be included as an "insured" under this policy, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number

Policy Number **41CAB4939013**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/01/2020**

00 CA0115 00 04 10

Page 1 of 1

**ARCH INSURANCE COMPANY 1**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)

4/19/2021

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

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

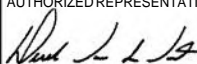
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606		CONTACT Direct All Inquires via E-mail PHONE (A/C, No. Ext): <b>312-704-0100</b> FAX WC, No): <b>312-803-7443</b> E-MAIL ADDRESS: CertRequests@ajg.com	
INSURED Arthur J. Gallagher & Co. and its subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008		ARTHJGA113 INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC# <b>19437</b> INSURER B: XL Specialty Insurance Company <b>37885</b> INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 1010801307**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SR <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MEDEXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE PEP    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Errors & Omissions		017018163	9/1/2019	9/29/2021	Per Claim/Aggregate	\$12,000,000
B	Excess Errors & Omissions		ELU16326519	9/1/2019	9/29/2021	Per Claim/Aggregate	\$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Coverage extends to:  
 Arthur J. Gallagher Risk Management Services, Inc.  
 2255 Glades Road, Suite 200E  
 Boca Raton, FL 33431

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County commissioners, a Political Subdivision of the State of Florida, ifs Officers, Employees and Agents do Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# *State of Florida Department of State*

I certify from the records of this office that ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. is an Illinois corporation authorized to transact business in the State of Florida qualified on July 19, 2002.

The document number of this corporation is F0200000376 L

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on July 14, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital this  
the Fifteenth day of December,  
2020*



*Randy Be*  
Secretary of State

Tracking Number: 621275834CU

To authenticate this document, visit the following site, enter this number, and then follow the instructions displayed.

<https://sefttjcesjunlbU.orgiTiUngs/CertificateOfStatusCeitrhcatcAutheitlcatltBi>

Agency License

FLORIDA DEPARTMENT of FINANCIAL SERVICES

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

15JOGOLT K6  
ROLLING MILL WSH 6000S

Agency License Number LO16894

Location Number 1X-C9

Issued On 09/12/3006

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FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 19, 2002

SUSIE KNIGHT  
CSC

Qualification documents for ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. were filed on July 19, 2002 and assigned document number F02000003701. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Michelle Hodges  
Document Specialist  
Division of Corporations.

Letter Number: 902A00044373

Account number: 072100000032

Amount charged: 70.00

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**Palm Beach County  
Office of Equal Business Opportunity**

Certifies That

**Professional Risk Control Consulting Services, LLC**

VENDOR # VS0000012383

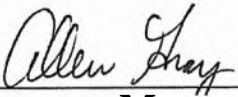
*is a Small/Minority Business Enterprise (S/MBE) as prescribed by  
section 2-80.21 - 2-80.40 of the Palm Beach County Code for a three year period from*

**February 24, 2020 to February 23, 2023**

The following Services and/or Products are covered under this certification:

**Safety Engineering and Accident Studies; OSHA Studies; Site Assessment and Site Field Observation  
Contractor Compliance Monitoring Services; Compliance Consulting, Including American  
Disabilities Act (ADA)  
Consulting Services (Not Otherwise Classified); Education and Training Consulting  
Employee Benefits Consulting; Insurance Consulting; Management Consulting  
Security and Safety Consulting; Insurance and Insurance Services, (Not Otherwise Classified)  
Business Management Services; Incentive Management Program Services, Safety, etc.  
Insurance and Risk Management Services; Professional Services (Not Otherwise Classified)  
Safety Training and Awareness Services, Including Highway Safety, Boating,  
Seat Belt, CPR and AED Training**

Palm Beach County Board of County Commissioners:

  
**Allen Gray, Manager**



Dave Kemer, Mayor  
Robert S. Weinroth, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Mary Lou Berger  
Melissa McKinlay  
Mack Bernard

County Administrator  
Verdenia Baker

02/24/2020



# THE

Shared Values at Gallagher are the rock foundation of the Company and our Culture. **What is a Shared Value?** These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to.  
**What are some of Gallagher's Shared Values?**

# GALLAGHER

# WAY

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens — everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned — not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems — not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on — not turned off.
23. We are a warm, close company. This is a strength — not a weakness.
24. We must continue building a professional company — together — as a team.
25. Shared values can be altered with circumstances — but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

**ROBERT E. GALLAGHER**  
**MAY 1984**



**Gallagher**



Times change. Ethics don't.

Gallagher named one of the World's Most Ethical Companies for 2021.\*

Gallagher, the only insurance broker to make the list for **the 10th year in a row**, joins a small, distinguished group of companies committed to operating at the highest standards of ethical behavior.

## The Gallagher Way of doing business.

Integrity is what you do when no one is watching. But it sure is nice when you're noticed.

We are proud of how we conduct business, and we are honored and especially proud to have been recognized by the Ethisphere Institute. At Gallagher, we're committed to doing the right thing and placing our clients first

You manage your business.

Let Gallagher manage your risk.

Gallagher operates differently than most insurance brokers. Our expert advisors are ready to get inside your business and truly understand your operations, your thinking, your past experiences and future plans. Only then can we architect solutions that truly support your objectives.



**Tenet \*5: There are no second-class citizens — everyone is important and everyone's job is important.**

For the third year in a row, Gallagher has received a top score of 100 percent on the Human Rights Campaign Foundation's Corporate Equality Index (CEI), earning recognition as a "Best Place to Work for LGBTQ Equality".

## Be Yourself Here

In order to receive 100% you must meet strict criteria in all four areas: workplace protections, inclusive benefits, supporting an inclusive culture & corporate social responsibility, and overall responsible citizenship.

We met those criteria because of what we seek to do every day at Gallagher, not because we "survey well." We truly believe that our long-standing success is a result of our people. As a result, we seek to provide all of our colleagues with the same, strong sense of purpose, by cultivating an environment that helps them face their future with confidence. Allowing for them to be their authentic selves at work, grow and drive real impact both at work and in the communities they call home.

## Gallagher at a Glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations, and claims processing.

As one of the largest insurance brokers in the world, Gallagher has approximately 850 offices in 49 countries and provides client-service capabilities in more than 150 countries around the world through our network of partners. Wherever you are – we're nearby.

### **Judith A. Arenz, CPCU | Area Senior Vice President**

---

Arthur J. Gallagher Risk Management Services, Inc.

2255 Glades Road, Ste. 240W, Boca Raton, FL 33431

Judy\_Arenz@ajg.com | 561.998.6780

[ajg.com](http://ajg.com)

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This proposal of coverage is intended to facilitate your understanding of the insurance program. It is not intended to replace or supersede your insurance policies.



**Gallagher**

Insurance | Risk Management | Consulting

**Strategic Market Access** we use the most appropriate domiciles and underwriters to get stable, cost-competitive support for the County.

**Value to the County**

- Strategic market access maximizes the best suited capacity – using direct domestic capacity is not always the best solution
- The County is not commoditized as just another submission in the global markets – you are personal and stand out to underwriters
- The County is a partner in the process with direct accountability from your placement teams

**MARKET ACCESS**

Gallagher is unique in our ability to access the marketplace through our wholly owned subsidiaries in the U.S., London, Bermuda, Asia and Europe and through independent firms. Gallagher enjoys access to the global insurance marketplace without having to go through a third-party, unlike some of our competitors not having full-range insurance marketplace access as we do. This global access allows us to access global capacity with speed and efficiency while eliminating many potential problems.

**MARKETING OF THE INSURANCE PROGRAM**

Our team will present Palm Beach County's submission to the marketplace. Gallagher has a hands-on approach to marketing of our accounts. **Your insurance specifications will never be handed over to a marketing center for “processing Your Gallagher service team outlined in this proposal will handle your account from start to finish.** This means the people with the most knowledge of your account are the same people with the market relationships to get the job done. We have access to the right people, we know the marketplace, and know your account. We are in the best position to negotiate the best possible terms for your program.

**LIAISON WITH INSURANCE CARRIERS**

Your Gallagher Service Team will act as a liaison between you and your insurance carriers as respects to all aspects of the program. We will act as an intermediary in all phases of account management from underwriting, to inspections, to loss control, to claims issues. Your Gallagher Service Team is always available to talk or to meet in person with Palm Beach County and/or the insurance carriers regarding any issues or concerns.

**IDENTIFYING CARRIER PARTNERS**

We perform a thorough analysis of risk identification and loss analysis in order to have a complete understanding of your risk profile. Once that is performed, we will design the appropriate structure for your program. We own our wholesale network and thus have access to virtually every insurance market through our networks located in the U.S., London, and Bermuda.

One area of differentiation amongst many large organizations is their ability to access a variety of forms of risk transfer capacity. Some clients opt to strictly transfer risk to excess insurers, others find benefits in the treaty or capital markets, and many choose to combine the benefits of multiple forms of capacity.

**An important differentiator of your Gallagher placement team is we are the only broker to fully integrate all forms of capacity – direct retail, wholesale E&S, facultative reinsurance, treaty reinsurance, and capital markets – into a seamless access point for our clients.** Palm Beach County can find comfort in knowing all forms of capacity were methodically accessed to determine the most appropriate mix of capital to accomplish your objectives. Additionally, this provides enhanced compensation disclosure and certainty regarding compensation practices of all firms involved in Palm Beach County's insurance placements.





### 3.5.3

Each proposer shall provide a detailed Insurance Procurement Model listing retailers, intermediaries, wholesalers, London brokers and others that would be involved placing the County's insurance. Identify entities from the list that are members of the same economic family as the proposer.

Our model always begins with developing a detailed evaluation and understanding of the unique client needs based on the risks and exposures. The next step is apply that analysis along with our market knowledge and work to build a program to meet those unique needs. Gallagher knows the Public Entity and Florida CAT markets very well and we have access and strong relationships with these markets. This is crucial to the placement of a successful and cost-effective insurance program for the County. Our long-term experience with public entities qualifies us to analyze risks and negotiate with markets to obtain the broadest terms and conditions with the most competitive pricing structure for our clients.

Gallagher has the ability to obtain more property capacity than any other broker in difficult market cycles. Simply put, all of the insurers writing catastrophic coverage in Florida have a limited amount of risk they can accept because of reinsurance and catastrophic aggregate restrictions. Every day, underwriters must choose which accounts they will issue capacity. As a result of our excellent reputation and relationships with insurance companies and intermediaries, these underwriters are more likely to provide capacity to a Gallagher account than they would to an account being marketed by an inexperienced broker.

As the longest standing and most experienced broker of property insurance in Florida for Public Entities, we have access and relationships with all the key market players either on a direct basis or through domestic intermediaries, London brokers, and or Bermuda brokers. This creates a diversified reach to the insurers for capacity and the best coverage, terms and conditions available in any market. We utilize the wholesale intermediaries and London brokers for the following key reasons:

- Market access to specialty carriers and or specialty programs
- Dedicated Product / Coverage Expertise – our chosen intermediaries are usually coverage specific professionals
- Enhanced Relationships with specialty markets to ensure consistency and leverage
- Advanced account analytics – Catastrophe modeling and technical risk assessment services
- Assistance with customized submission preparation
- Assistance in providing optional program designs to maximize carrier capacity
- Greater pricing leverage into certain markets

A Broker must have access to the markets and relationship with each distribution point:

- Admitted
- Excess and Surplus Lines Carriers
- Bermuda Carriers
- Lloyd's and International Companies

Our accounts benefit from having increased competition created by marketing to additional and diverse carriers. Gallagher's public sector experience, large customer base, premium volume and a professional marketing approach, assures our clients that we secure the best terms, conditions, and pricing in all market cycles. We work in conjunction with our intermediaries to establish the most comprehensive marketing submission with the goal of minimizing cost while maximizing coverage.

The following pages discuss and illustrate Gallagher's market access and process to achieve superior results for our clients. Below is a sampling of markets in alphabetic order your team has access to:

Direct Access Insurers	Surplus Lines Companies	International
ACE USA	ACE/Westchester	<b>Lloyd's Syndicates</b>
Allianz	AWAC	Advent
Arch	AXIS Specialty	Aegis
AXIS	Berkshire	Apollo
Berkshire	CNA E&S	Ark
Brit US	Endurance	Atrium
Chubb	Essex	Beazley
CNA	First Mercury	WRB Berkley
Commonwealth Insurance	Global Excess Partners	Hiscox
Crum & Forster	Hiscox	Jubilee
CV Starr	James River	Liberty
Fireman's Fund	Lexington	Markel
FM Global	Rockhill	Pritchard
Great American	Scottsdale Sigma	Renaissance Re
Ironshore	Underwrite	Sagicor
AIG/Lexington	Sompo Japan	Travelers
Liberty Mutual	Steadfast	Talbot
Maxum	WKF&C	
Munich Re	AXA/XL	
Navigators	Core Specialty	
NFIP	Velocity	
One Beacon		
Swiss Re		
Tokio Marine		
Travelers		
United Educators		
XL		
Zurich		
	AmRisc	
	American Safety	
	Beazley	
	Braishfield	
	Colony	
	Everest Indemnity	
	Maxum Specialty	
	Gen Star	
	Arch	
	ICAT	
	Landmark	
	LIU	
	RLI	
	RSUI	
	SRU	
	Torus	
	<b>Asian Markets</b>	
	Cathay Century	
	Insurance	
	Property and Casualty	
	Company Limited	
	(PICC)	
	China Pacific Insurance	
	Company (CPIC)	
	China Re	
	Samsung	
	Korean Re	
	Malaysia Re	
		<b>European / Bermuda Markets</b>
		ACE Europe
		Allied World Assurance
		Assicurazioni Generali
		AXIS Specialty
		CIP (Munich Re)
		Houston Casualty
		Inter Hanover
		Lancashire
		Montpellier Re
		Swiss Re
		Ariel Re
		Zurich
		AIG
		Risk Partners
		Ironshore
		Max Re
		Munich Re
		Partner Re
		Partner Re Paris
		Sirius

## ESTIMATED INTERMEDIARY USE

When beneficial to the client and with the permission of the client, we will use an intermediary to access the market. For the Excess Property program we will utilize the intermediaries listed below. They are all market leaders in the industry and long-term partners with Gallagher.

Intermediary	Owned by Gallagher	Potential Use
Risk Placement Services, Inc. (RPS)	Yes	Excess Property Domestic Surplus Lines Carriers Exclusive Boiler & Machinery Program  Rep Plasencia has worked on the Palm Beach County BOCC account as a retailer and wholesaler – for the past 26 years
AmWINS	No	Excess Property Domestic Surplus Lines Carriers
Alesco	Yes	London and European Brokerage

It is important to note that wholesale and international intermediaries are paid commissions by the carriers because the carriers believe there is value in the expertise, aggregation and distribution efficiencies. Using a wholesale broker or intermediary does not increase the cost of the insurance transaction to the insured. Producers of goods rely on wholesalers to distribute their products. The system is efficient and good because they level the playing field and enhance competition and offer growth opportunities for specialty carriers to participate on insurance placements.

One of our competitors has been very focused on using a sales approach of saying they will save client money by eliminating some wholesale commission as a “frictional cost” by approaching a few dual access (retail/wholesale) markets. Interestingly, on those accounts they discussed saving a few percentage points by eliminating some intermediaries while at the same time they projected double digits premium increases in their RFP response. We were projecting low single digit rate increases and delivered on the projection by using our long term marketing strategies. On one very large account their estimate of supposed savings was roughly 400K while their projected rate increase would have cost the insured \$3,000,000 minimum. Also interesting is that particular retailer requires all of their wholesale partners to pay them 5% of back end commissions on all placements they make for their clients. This practice was outlined in their brokerage service agreement.

*This has been a true global partnership between the County, Gallagher and your carrier panel to maintain consistent coverage and capacity despite being one of the most challenging CAT risks in the U.S.*



**Raul (Rep) Plasencia, ARIVI-P, ASLi | Area Executive Vice President, Risk Placement Services (RPS)**



2255 Glades Road, Suite 240W, Boca Raton, FL 33431

Rep assists the Gallagher team in accessing Domestic Excess and Surplus Lines carriers. He has worked closely with the Gallagher team for more than 14 years placing complex catastrophe exposure accounts and currently manages over \$65 million in property premium. He is one of RPS' national property resource for their brokerage network which places over \$600 million in property premium.

In Rep's previous position with Gallagher Global Brokerage operations, he worked on Palm Beach County account for over 10-years and has a special bond with this program to this day. He knows the history of Palm Beach County property program and was on the ground with Risk Management for Hurricane Wilma.



**Jeffrey K. McNatt, ARM | Executive Vice President – Florida, Region Leader**



AmWins Brokerage of Florida

Jeffrey opened the AmWINS office in Birmingham office in June 2007. He personally handles a \$400 million premium book of both Catastrophic and Non Catastrophic business. Specializes in Municipal and Public Entity business (pooling), Restaurants and Real Estate. Other responsibilities include leading both Property and Casualty open market wholesale brokerage operations for all of Florida, and serving on the AmWINS Group Brokerage Advisory Council. Jeffrey has over 28 years' experience in the property wholesale insurance business and has worked on the County for 24 years.

**Vince Rossi | Executive Director, Alesco | Property & Casualty Division**



25 Walbrook, London, England EC4N 8AF, United Kingdom

Vince is a lead broker for some of Gallagher London’s largest and most complex risks including Palm Beach County. His portfolio includes a number of accounts with significant wind exposure, primarily in Florida and adjoining states, and is comprised of a number of municipalities as well as many of the school boards in this area. Insurable values on these accounts range from \$2 billion to more than \$20 billion and have made him and the Gallagher Global Risks property team one of the major procurers of aggregate capacity in the London Market.

His experience in securing capacity has led him to deal with all of the major markets here in the United Kingdom as well as overseas markets in Bermuda, Europe and the United States. Vince has over 30 years’ experience in the business and has been honored to work on Palm Beach County account for over 24 years.

**Mark Hubbard | Managing Director, Alesco | Gallagher Wholesale, Property & Casualty Division**



25 Walbrook, London, England EC4N 8AF, United Kingdom

Mark will function as the lead for accessing the wholesale global marketplace outside of North America. Mark has been part of the Gallagher team since 2000; working almost exclusively on difficult to place client accounts where large amounts of catastrophe aggregate is required from markets from outside the USA. Throughout his 28 year career, Mark has worked in various different Property insurance areas but always specializing in the Property Catastrophe sector.

Mark is a senior market contact with many insurance companies throughout UK, US, Bermuda and Europe where he enjoys strong relationships with key personnel within these organizations. Mark will be available to the team as needed. He has been on the Palm Beach County account for 10 years.

**PROPOSED COMPENSATION**

**Retail Compensation**

Our proposed fee for service includes compensation to Arthur J. Gallagher Risk Management Services, Inc. retail offices providing insurance placements through Boca Raton as required in the County’s Request for Proposal.

This proposed compensation structure is based upon the full breadth of services outlined in the scope of services of the RFP. Items that either fall outside of the scope of services or extraordinary items are not necessarily contemplated within this compensation agreement. These types of items may require the negotiation of additional compensation based on the nature of the work in question. Broker agrees to notify the County in advance when it thinks that additional commission compensation will be required and both parties agree to negotiate the amount of that additional commission compensation.

Commissions shall be obtained from insurers as a percentage (%) of premiums placed not to exceed \$280,000 for AJGRMS compensation.

## Domestic Intermediaries/Wholesalers and London Brokers Compensation

AJGRMS strategically chooses the intermediaries involved in the insurance placements for each client. In a highly competitive environment, each intermediary involved in a transaction must prove its worth in the equation by adding value without any increase in cost to the insured.

We require our intermediaries, either owned or non-owned to fully disclose all of the compensation they earn. Intermediaries are compensated by commissions paid by the insurance companies. In many cases, the total commission paid by the insurers can be the same regardless of whether an intermediary is involved. Many carriers pay a higher commission when a wholesale broker is involved because the higher commission is offset by the carrier's lower distribution costs gained through numerous wholesale efficiencies. By relying on intermediaries, carriers avoid the cost of operating a large network of retail agents and they can underwrite more effectively while dealing with coverage specific specialist that have deeper understanding of their underwriting appetites and processes.

Wholesalers will be involved in negotiating the program with domestic excess and surplus lines markets and also in coordinating the international placements with the domestic capacity. London Intermediaries will be used to directly access London markets as required by the British Law/Lloyd's syndicates. We require the following from intermediaries:

## Domestic Intermediaries/Wholesalers and London Brokers Compensation (Continued)

- Access to all available domestic and international insurers
- Assistance in the structure and design of difficult property placements
- Meeting with Retail Broker and Client in the USA during regular visits
- Market intelligence, marketing updates and future outlooks
- Catastrophic wind modeling services
- Coverage consultancy
- Property standards and "best practices" as guidelines
- Periodic news bulletins and immediate announcements of breaking news
- Senior level relationships with key markets
- Monitoring insurer financial results, reinsurance program status and any regulatory action taken
- Claims advocacy and resolution
- Attend Strategy Meetings to discuss renewal goals including coverage enhancements and placement design
- Media Updates via Arthur J. Gallagher UK (AJGUK) property quarterly newsletter, "Inside Track"
- "Face-to-Face" market negotiations with underwriters whether they be in London, Europe or Bermuda

Average Commission not to exceed 6.0% average of premium placed, paid by the carriers and do not increase the insured expense.

3.5.4

Each proposer shall create a chart using the list of County's insurers in Attachment 2. indicate proposer's current ability to place coverage with each insurer and specify if this placement is a direct or indirect. Any insurer with whom proposer cannot currently place coverage should be identified.

As indicated below, AJGRMS does have access to every market on the program as the third largest broker globally.

Product	Market	Retail	London/ intermediary	Domestic/ Intermediary
Excess Liability Package	Brit (Lloyd's of London)	X		
Cyber Liability	Starr Indemnity & Liability Company			X
Boiler & Machinery	Travelers Property Casualty Company			X
Excess Workers Compensation	Safety National Casualty Corporation	X		
Property	Lexington Ins. Co.			X
	Colony			X
	Everest			X
	Westchester			X
	Berkshire Hathaway Ins. Co.	X		X
	Landmark American Ins. Co.			X
	Axis			X
	Ironshore Specialty Ins. Co.	X		X
	Hiscox	X		X
	Arch Specialty Ins. Co.			X
	Evanston Ins. Co.			X
	Lloyd's of London/AXIS			X
	Lloyd's of London			X
	Lloyds of London /MMX			X
	Swiss Re	X		X
Indian Harbor - XL/AXA			X	
Property - Water Utility	StarrTech (ACE American Insurance Co.)	X		X
	Swiss Re (Westport Insurance Co.)	X		X
Terrorism	Lloyd's of London		X	
Accident Medical Fire Training	ACE American Insurance Co.	X		
NFIP Flood	American Bankers	X		
Customs Bond	Western Surety Co.	X		
Tenant Users Liability Program (TULIP)	Atlantic Specialty Insurance Co.	X		
Storage Tank Liability	Commerce S Industry Insurance Co	X		
Storage Tank Liability (older tanks)	Liberty Surplus Lines Corporation	X		
Senior Center Accident	Ace American Insurance Co.	X		
Garage Liability	Indian Harbor Insurance Co.	X		
Fine Arts	Ironshore Indemnity	X		
AD&D Travel Accident	ACE American Ins. Co.	X		
Airport Liability	Starr Indemnity & Liability Company	X		
Public Official Bonds	Hartford Fire Insurance Co.	X		

### 3.5.5

Each proposer shall suggest a strategy for placing the County's property insurance to produce the optimal coverage for the price.

#### STRATEGY TO SECURE THE MOST COST EFFECTIVE PROGRAM

Clearly the cost of property insurance is a significant budget item for the County. With our team dedicated exclusively to large Florida governmental entities, we have specialized market knowledge, relationships and success with underwriters that are critical to the County's program. Gallagher has leverage, premium volume and strong relationships with these key underwriters and we are known as tough but ethical and trusted advocates. This is absolutely crucial to the placement of a successful, cost-effective insurance program for the County. Our long-term experience with public entities and more specifically, Palm Beach County BOCC and other large Florida property schedules qualifies us to analyze and negotiate with markets to obtain the broadest terms and conditions with the most competitive pricing structures for our clients. During most recent market cycle our clients have experienced much better results than many of their peers.

Having Palm Beach County, Broward County, Miami-Dade County, School Board of Broward County and Miami-Dade Public Schools, as clients, each for over 10 years, provides us with program benchmarks and invaluable experience in dealing with all of the nuances particular to multi-billion dollar South Florida governmental programs.

Your Gallagher Team keeps extensive peer benchmarking data to leverage the strength of our network of clients for each property insurance renewal. We utilize this information to understand the most competitive markets, and achievable terms and conditions available for large CAT property placements.

This data includes:

- Rate to Values
- Price Per Million of Capacity
- % Year-to-year Change
- Carriers Engaged in Florida CAT Placements
- Contract Terms & Conditions

In preparing our detailed Palm Beach underwriting submission to the markets we review the following key items each year:

- Analyze the renewal statement of values and verify changes and data quality
- Obtain Wind Modeling and compare results to understand any model change impacts
- Review of historical losses
- Forecast for any annual changes
- Review and consider if the two tower methodology will still save money and provide more limit – should we expand or contract. Does one, two or three towers make more sense for the upcoming year.

We ensure that the underwriting data being presented to prospective insurers is complete, accurate and presented in the most desirable format for the underwriter to assure your program gets the highest level of attention and most efficient turn-around time.

In the marketing stage, we consider the carriers' ability to respond to all aspects of the program design and underwriting specifications. We look at the carriers' financial strength and work to put them in the most appropriate position in the program to create a very balanced panel of carriers. We negotiate the broadest possible terms, and optimal limits at the lowest achievable cost. We provide decision support, including analysis of proposed terms and conditions. We have also drafted manuscript policy wording where necessary to address unique exposures as well as any additional contingent exposures you may encounter during the life of the program. We negotiate critical terms and fine-tune the overall program based on your input. Additionally, we are prepared to assist the County with internal presentations to senior management.

Our approach is not overly complicated but requires a great deal of effort and commitment. We do not rely on a "centralized" marketing model like most other brokers. Your day-to-day team members meet directly with underwriters whether the placement is direct or through an intermediary. We have developed personal relationships that go to the most senior levels of the insurance companies. We work to educate underwriters on the relative strengths of the various accounts we partner with them on, we help them become familiar with the accounts exposures, controls, procedures and key personnel.



This familiarity in turn provides underwriters a direct connection to your account, and helps them gain a sense of stability. The major property underwriters are cognizant of the fact that due to the scale of these programs, any account can result in a “career threatening” loss, in any given year. Underwriters are not eager to find themselves unemployed, thus they gravitate towards the familiar, stable accounts that have proven historically profitable and have demonstrated their desire for a long-term commitments.

As a result of our excellent reputation with insurance underwriters, they are more likely to provide capacity on a Gallagher account than they would on an account being marketed by a broker with less Florida property experience, during hard or soft market conditions. We are the largest broker of commercial property insurance in Florida and have access to markets either on a direct basis or through intermediaries, inclusive of our London and Bermuda offices. This creates a diverse reach to insurers for capacity and the best coverage terms and conditions available in the current marketplace.

## OUR CARRIER MARKETING STRATEGY – PERSONAL, LONG-TERM, STABLE

It’s an old saying that “Insurance is a Relationship Business” – that is very accurate, especially in today’s challenging market. Our team has worked tirelessly with the County staff over the years to establish close, long-term relationships with a diverse panel of carriers, while hand-selecting which capital providers earn a spot on the County’s risk transfer programs.

In this way, we have a laser-focused approach to not only which markets are accessed, but which access point is most beneficial and stable (direct, wholesale vs. international, insurance vs. capital markets/reinsurance), along with which underwriters have stayed with the County in difficult market cycles (post-9/11, post-Katrina/Wilma etc.). Palm Beach risk management team works with our brokerage team every step of the way to ensure you are comfortable and are in agreement with the panel chosen and the marketing strategy.

On the following pages, we more specifically describe our marketing process and the impact it has made on the County’s cost of risk.

### Gallagher’s Marketing Strategy – Consistency and Long-Term Support from Carrier Partners

- This enhances long-term cost stability, less budget spikes in hardening markets. The County does not experience the same withdrawal of carrier capacity in hard markets, despite being one of the toughest CAT property risk in the U.S.
- In 2019 and 2020, the County experienced much less non-renewed capacity compared to the broader property market
- Stable long-term carrier panel avoided double-digit increases experienced by other clients in 2019 and 2020.

Below are a few examples of relationships maintained between the County and key carrier partners for over 20 years, despite various hard market cycles during this time such as 9/11, Hurricane Katrina, Wilma, RMS v11 model changes, and other market moving occurrences.

- Lloyds
- Lexington
- Landmark/RSUI
- Starr Tech
- Ace/Westchester
- New markets
- Berkshire
- Everest



# Creative Approach Considerations for Palm Beach County

One of the hallmarks of our team and our work for the County is our continual innovation and adaptation to the County's ever-changing risk landscape. Many of the coverages and risk financing strategies discussed with and employed by Palm Beach were first of their kind ever placed in the Florida market. It is this dedication, persistence, and never letting the word "no" from markets discourage us that have allowed our team to have such an impact for Palm Beach County.

## INNOVATIVE COVERAGE & RISK FINANCING SOLUTIONS DEVELOPED FOR PALM BEACH COUNTY

---

Over our long standing, mutually beneficial relationship, our team has brought many creative solutions to the County for consideration. The segregated property towers that was first employed at the County and continues to this day is one of the most notable. This has been probably the most replicated strategy in large governmental entities to save premium dollars and maximize catastrophe insurance limits.

We will again be looking to possibly carve out major assets (PBIA) as a possible additional property tower.

## LOOKING AHEAD – FUTURE IDEAS & CONCEPTS

---

We never rest on our laurels and always have an eye toward the future as your broker, evolving your risk management strategies toward your ever-changing threats. We enjoy working with the County in discussing new innovative ideas, tailoring them to your needs, and pushing your risk transfer partners to think creatively about how to address your challenges.

On the following pages, we've included both ideas which we've discussed in the past with the County as viable alternatives, as well as a few new "out of the box" concepts which could offer unique advantages.

The following section provides comments and suggestions for the County to consider in the following areas:

1. What options can the County evaluate to reduce short-term insurance costs in the face of COVID-19 budget shortfalls?
2. How can the County maximize FEMA recovery and address Stafford Act implications to its risk financing program?
3. How can the County manage risks associated with its capital improvement plan to both reduce costs and protect the County from adverse claims?
4. What "out of the box" ideas and program alternatives could the County consider in lieu of its traditional insurance placements?

We welcome the opportunity to sit down and discuss these options in more detail with the County as we have in years' past.

## LOOKING AHEAD – IDEAS TO RELIEVE BUDGET PRESSURE IN UPCOMING 12-24 MONTHS

---

As discussed in our executive summary, we fully appreciate the County's anticipated budget constraints in the coming year(s) due to the pandemic's lasting effects. As your risk management partner, we look forward to continuing discussions about how we can support your risk management team through a challenging economic and insurance market environment.

In this section, we provide brief overviews of some of the initial ideas and concepts we would explore with the County's risk management team to combat this pressure.

Our team understands none of these options exist in a vacuum. Considerations such as the Stafford Act, the County's risk tolerance, and legislative protections (or, in certain cases, lack thereof) influence the ideal solution for the County. As such, we have always provided the pros and cons of all risk financing strategies to the County so it can make the most ideal decision for your County.



## LOOKING AHEAD – ADDRESSING FEMA STAFFORD ACT REQUIREMENTS

---

It's no secret that the availability of FEMA Public Assistance Grants fundamentally changes the types and structures of all of our clients' risk transfer programs. It is critical to have a team engaged with the County who both understands the Stafford Act, but also how these laws and regulations impact the County's risk financing program.

Gallagher's team is 100% dedicated to public sector risk management and understands these complexities. As part of our annual stewardship with Palm Beach Risk Management, we discuss the requirements of the Stafford Act along with ways to maximize Federal funding while protecting County assets.

Below you will find solutions we have developed both for the County and other clients which demonstrates our team's intimate knowledge of this area.

### ALTERNATIVES TO ADDRESS FEMA STAFFORD ACT REQUIREMENTS

- |   |  |
|---|--|
| 7 | <p><b>Obtain &amp; Maintain Primary Policy</b> (previously considered by County)</p> <ul style="list-style-type: none"><li>• Provides County with a primary property policy to address the County's obligations under FEMA Obtain &amp; Maintain requirements with a much lower deductible</li><li>• (+) FEMA Repetitive Loss Deductible is avoided, removes self-insurance below the County's property SIR for assets that have received prior FEMA PA grants</li></ul> |
|---|--|

Our team has worked hand-in-hand with Palm Beach to look at cost-effective ways to address various insurance requirements for the County's capital improvement projects. We have developed a thorough understanding of the type of projects financed by the general obligation bond and have developed various insurance solutions for the County.

### ALTERNATIVES FOR CAPITAL IMPROVEMENT

- |   |   |
|---|---|
| 8 | <p><b>Master Builder's Risk Program</b> (Previously Purchased by the County)</p> <ul style="list-style-type: none"><li>• County reduces insurance costs in lieu of paying for contractor-procured coverage for new schools and renovations</li><li>• (+) Reduced costs via County-procured builder's risk insurance; pre-agreed 5 Year policy providing flat rates regardless of market cycle; expanded control over coverage terms; enhancing FEMA eligibility for projects under construction</li></ul> |
|---|---|

### **3.6 BUSINESS LOCATION / LOCAL PREFERENCE**

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

Proposer shall submit at the time of proposal submission the attached "Certification of Business Location" (Appendix E) (the "Certification") together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the proposer is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the proposer had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Proposal. The Palm Beach County Business Tax Receipt and the Certification are the sole determinant of Business Location/Local Preference points. Errors in the completion of the Certification or failure to submit the completed Certification will cause the proposer to not receive points for Business Location/Local Preference.

Provided a proposer does not qualify to receive an S/M/WBE preference, local proposers who submit the Certification, together with the required Business Tax Receipt at the time of proposal submission, shall receive five (5) points.

Please see Appendix E and Gallagher's Tax Certificate on the following pages.

**APPENDIX E  
CERTIFICATION OF BUSINESS LOCATION  
RFP NO. 21-040/DP**

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

- I. Proposer is a:
- V   Local Business: A local business has a permanent place of business in Palm Beach County.
- (Please indicate):
- X   Headquarters located in Palm Beach County
- Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.
- Glades Business: A Glades business has a permanent place of business in the Glades.
- (Please indicate):
- Headquarters located in the Glades
- Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.
- II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by   Zeb Holt  , as  
(Name of Individual)

  Regional Executive Vice President - Florida  , of   Arthur J. Gallagher Risk Management Services, Inc.    
(Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

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

  5/4/2021    
(Date)

LOCAL BUSINESS TAX RECEIPT # 21 00057355

CITY OF BOCA RATON BUSINESS TAX

THIS IS NOT A RECEIPT... (mirrored text)

Arthur J. Saulnier Risk Mgmt. 350 Golf Road, TTH Floor ROLUK Meadows 1L 6060

BUSINESS TAX RECEIPT CERTIFICATE OF LSE EXPIRES: 5/31/21

iferrinCMTin fee w 10 Penalty fee M Total paid? 94.50

WELCOME to W Oh to Sicca Satan... (mirrored text)

VERIFICATION OF RECEIPT... (mirrored text)

APPLICATION FOR BUSINESS TAX PERMIT... (mirrored text)

POST OFFICE... (mirrored text)

RENEWAL NOTICE... (mirrored text)

RENEWAL TO BUSINESS TAX PERMIT... (mirrored text)

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RENEWAL TO BUSINESS TAX PERMIT... (mirrored text)

Table with columns: DATE PENALTY, PAYMENT DUE, and percentages for various months (OC1 16%, NOV 15%, DEC 20%, JAN 25%, MAR 21% - sasoDO)

### 3.7 COMMERCIAL NON-DISCRIMINATION

As a condition of submitting a proposal to the County, the proposer agrees to comply with the County's Commercial Non-discrimination Policy as described in Resolution 2017-1770 as amended. In accordance with Palm Beach County Code Section 2-80.24, proposer hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the proposer for this Solicitation, and to terminate any contract awarded based on the response.

At the time of proposal submission, the proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Indicate your agreement to the foregoing by signing the Price Proposal Page(s).

In accordance with Palm Beach County Code Section 2-80.24, this certification and agreement must be completed and submitted with the proposal for all solicitations.

As with any business, Arthur J. Gallagher & Co. and its affiliates ("Gallagher") may be involved in multiple regulatory actions, investigations or lawsuits (collectively, "Actions"). Specific details of Actions to which Gallagher is subject are noted in reports to the SEC, which are available in the Investor Relations/SEC Filings section at [www.ajg.com](http://www.ajg.com), particularly in the "Commitments, Contingencies and Off-Balance Sheet Arrangements" footnote to Gallagher's financial statements set out in Gallagher's most-recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. You may access these forms at [ajg.com](http://ajg.com), under the tab "Investor Relations." We respect your interest in asking this question but are unable to give any more specific detail than can be found within the public information locations noted in this response.

### **\*3.8 FINANCIAL / BUSINESS STABILITY**

Proposer should submit one of the following:

Balance sheets and income statements for the current fiscal year and prior two (2) fiscal years of operation, prepared in accordance with generally accepted accounting principles and compiled by an independent certified public accountant or notarized by the chief financial officer or owner; or

The company's federal income tax returns for the previous three (3) years as completed and filed with the federal government. Sole proprietors should provide Schedule C from Form 1040 for the previous three (3) years. The Schedule C's must be accompanied by a statement from an independent certified public accountant or a statement by the chief financial officer or owner, indicating that the Schedules are copies of the ones filed with the 1040; or

A statement from an independent certified public accountant attesting to the financial stability of the organization for the current and prior two (2) fiscal years of operation; or

A reference letter from the proposer's bank or financial institution indicating the bank's relationship with the proposer and providing a credit reference. At the time of issuance of the reference letter, the bank/financial institution must have a minimum peer group rating that meets or exceeds the threshold levels in at least two of the five approved services as listed below:

Thomson Reuters Bank Insight Quarterly Ratings – 50

JDC Bank Financial Quarterly Listing – 125

Veribanc, Inc. Listing – 3 Star Green Rating

Standard & Poor's Listing – Single A

Moody's Listing – Single A

The County reserves the right to request additional information considered pertinent to indicate any and all proposer's financial and operational capabilities. Further, the County retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient financial stability to perform the pending contract

#### **Gallagher's Annual Report**

Palm Beach County can find Gallagher's full Annual Reports on our website at

<http://investor.aig.com/phoenix.zhtml?c=104111&p=iroj-reportsannual#annual> > Investor Relations Tab > Financial Reports > Annual Reports. On the following page is a snapshot of our Annual Report standings from 2016-2020.



**Item 6. Selected Financial Data.**

The following selected consolidated financial data for each of the five years in the period ended December 31, 2020 have been derived from our consolidated financial statements. Such data should be read in conjunction with our consolidated financial statements and notes thereto in Item 8 of this annual report.

	Year Ended December 31.				
	2020	2019	2018	2017	2016
	(In millions, except per share and employee data)				
<b>Consolidated Statement of Earnings Data:</b>					
Commissions	\$ 3,591.9	\$ 3,320.6	\$ 2,920.7	\$ 2,641.0	\$ 2,409.9
Fees	1,957.9	1,911.1	1,756.3	1,591.9	1,491.7
Supplemental revenues	221.9	210.5	189.9	158.0	139.9
Contingent revenues	147.0	135.6	98.0	99.5	97.9
Investment income and other	933.2	1,478.6	1,827.5	1,622.6	1,409.0
Revenue before reimbursements	6,851.9	7,056.4	6,792.4	6,113.0	5,548.4
Reimbursements	151.7	138.6	141.6	136.0	132.1
Total revenues	7,003.6	7,195.0	6,934.0	6,249.0	5,680.5
Total expenses	6,132.7	6,568.9	6,454.6	5,889.2	5,346.9
Earnings before income taxes	870.9	626.1	479.4	359.8	333.6
Benefit (provision) for income taxes	12.8	(89.7)	(196.5)	(157.1)	(96.7)
Net earnings	858.1	715.8	675.9	516.9	430.3
Net earnings attributable to noncontrolling interests	39.3	47.0	42.4	35.6	33.5
Net earnings attributable to controlling interests	\$ 818.8	\$ 668.8	\$ 633.5	\$ 481.3	\$ 396.8
<b>Per Share Data:</b>					
Diluted net earnings per share (1)	4.20	3.52	3.40	2.64	2.22
Dividends declared per common share (2)	1.80	1.72	1.64	1.56	1.52
<b>Share Data:</b>					
Shares outstanding at year end	193.7	188.1	184.0	181.0	178.3
Weighted average number of common shares outstanding	191.0	186.0	182.7	180.1	177.6
Weighted average number of common and common equivalent shares outstanding	195.0	190.1	186.2	182.1	178.4
<b>Consolidated Balance Sheet Data:</b>					
Total assets	\$ 22,331.4	\$ 19,634.8	\$ 16,334.0	\$ 14,909.7	\$ 13,528.2
Long-term debt less current portion	4,273.0	3,823.0	3,098.0	2,698.0	2,150.0
Total stockholders' equity	6,232.7	5,215.5	4,569.7	4,299.7	3,775.5
<b>Return on beginning stockholders' equity (3)</b>	16%	15%	15%	13%	11%
<b>Employee Data:</b>					
Number of employees - at year end	32,401	33,247	30,362	26,783	24,790

(1) Based on the weighted average number of common and common equivalent shares outstanding during the year.

(2) Based on the total dividends declared on a share of common stock outstanding during the entire year.

(3) Represents net earnings divided by total stockholders' equity, as of the beginning of the year.

# Required Appendices

## 3.9 PRICE PROPOSAL INFORMATION

Please see Price Proposal Information forms on the following pages.

**APPENDIX B  
PRICE PROPOSAL PAGES  
RFP NO. 21-040/DP**

**Page 1 of 3**

The Service Broker certifies by signature below that the following maximum compensation is submitted as the amount required to provide the Risk Management Department with Insurance Broker Services in accordance with the Scope of Work/Services set forth in this RFP document.

Contract Year	Maximum Compensation
1 <sup>st</sup> Year (initial contract term)	\$ 280,000.00
2 <sup>nd</sup> Year (first option year)	\$ 280,000.00
3 <sup>rd</sup> Year (second option year)	\$ 280,000.00
4 <sup>th</sup> Year (third option year)	\$ 280,000.00
5 <sup>th</sup> Year (fourth option year)	\$ 280,000.00
Grand Total* Maximum Compensation	*\$ 1,400,000.00

\*This figure is for evaluation purpose only

List all pricing for any services not included in the pricing above, and indicate how the rate applies, i.e., per item, per hour, per month, per person, per year, etc.:

**APPENDIX B  
PRICE PROPOSAL PAGES  
RFP NO. 21-040/DP**

**Page 2 of 3**

ADDITIONAL FEES TABLE

Name of the Service	Cost
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____
	\$ _____ per _____

Use additional sheets if necessary.

The Proposer certifies by signature below the following:

- a. This price(s) is current, accurate complete, and is presented as the Total Price(s), including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

**APPENDIX B  
PRICE PROPOSAL PAGES  
RFP NO. 21-040/DP**

**Page 3 of 3**

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

e. The information in Section 3.7 Commercial Non-Discrimination Certification is true and correct to the best of the Proposer's knowledge.

f. There are no legal proceedings required to be disclosed, as required by Section 3.7 Commercial Non-Discrimination, except as disclosed in Proposer's proposal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

**IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.**

**NAME (PRINT):** Zeb Holt, CIC, CLCS, CLP

**TITLE:** Regional Executive Vice President

**COMPANY:** Arthur J. Gallagher Risk Management Services, Inc.

**ADDRESS:** 2255 Glades Road, Ste. 240W

**CITY/STATE/ZIP:** Boca Raton, FL 33431

**TELEPHONE NO.** 305.639.3113

**SIGNATURE:** 

3.10 BUSINESS INFORMATION

**APPENDIX C  
BUSINESS INFORMATION  
RFP NO. 21-040/DP**

Full Legal Name of Entity: Arthur J. Gallagher Risk Management Services, Inc.  
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 2255 Glades Road, Ste. 240W, Boca Raton, FL 33431

Telephone Number: (561) 1998-6780 Fax Number: (1) \_\_\_\_\_

Form of Entity:

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: 36-2102482

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes  No

If yes to the above, as of what date? 1977

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Zfeb Holt

TITLE: Regional Executive Vice President – Florida

COMPANY: Arthur J. Gallagher Risk Management Services, Inc.

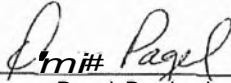
**3.11 AMENDMENTS TO THE RFP**

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

**AMENDMENT NO. 1 to  
RFP No. 21-040/DP  
Page 12 of 14**

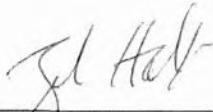
All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 21-040/DP and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

**NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.**

  
\_\_\_\_\_  
Donna Pagel, Purchasing Manager

**ACKNOWLEDGMENT:**

Arthur J. Gallagher Risk Management Services, Inc.  
\_\_\_\_\_  
COMPANY NAME

  
\_\_\_\_\_  
SIGNATURE

5/4/2021  
\_\_\_\_\_  
DATE

# Additional Appendices

## 3.12 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Not Applicable - There is no additional information pertinent to this project which has not been specifically solicited in any of the aforementioned sections.



# Section 4 Scope of Work/Services

## 4.4 SCOPE OF WORK

Gallagher agrees to continue to render all of the following professional services, including other services not defined herein that are usual and customary to that of an insurance broker which may become necessary during the term of the Contract.

#	Scope of Work:	Gallagher's Ability & Willingness to Perform Service
<b>4.4.1 Standards of Conduct</b>		
A	SERVICE BROKER shall comply and maintain the standard of conduct and ethical behavior as required by law and industry standards in rendering professional insurance services to COUNTY.	✓
B	SERVICE BROKER shall act in COUNTY's best interest.	✓
<b>4.4.2 Staffing Resources</b>		
A	SERVICE BROKER shall assign a local, experienced team leader and adequately staffed service team to meet the COUNTY's needs.	✓
B	SERVICE BROKER shall provide at least one (1) experienced, Insurance Specialist to be able to work at COUNTY's Risk Management Offices full-time to augment the COUNTY's Property & Casualty Division. The Insurance Specialist shall have prior experience reviewing Certificates of Insurance for compliance, designating coverage requirements in contracts with third-parties, gathering underwriting data, working with a broker to purchase and renew insurance policies, maintaining a property schedule, reviewing loss/accident reports, gathering additional pertinent claims information, communicating with claimants and attorneys pursuing claim, and reporting claims to the Claims Administrator. The Insurance Specialist must be proficient with Microsoft Excel and PowerPoint to create and edit reports, and to prepare presentations.	✓
C	SERVICE BROKER shall provide clerical staff to complete insurance applications, collect underwriting data, document property values, and other such duties as required.	✓
<b>4.4.3 General Services</b>		
A	SERVICE BROKER shall keep the COUNTY informed of changes in the insurance market which may affect COUNTY's insurance program or coverage.	✓
B	SERVICE BROKER shall provide COUNTY with a written proposal for each policy purchase or renewal including past premiums for the same coverage if applicable, competitive coverage options, or indicate why no competitive coverage options may be obtained, including the minimum earned premium, analysis to allow COUNTY to make an informed selection.	/
C	SERVICE BROKER shall advise, consult, and make recommendations to COUNTY on new or existing insurance program(s) and/or coverage, and negotiate and place coverage as directed by COUNTY.	/
D	SERVICE BROKER shall timely review and provide all insurance documents such as policies, binders, and endorsements for bound policies.	✓
E	SERVICE BROKER shall aid COUNTY, when requested, with answers to coverage questions and, or act on behalf of COUNTY in claims disputes with insurer(s).	✓
F	SERVICE BROKER shall provide COUNTY, when requested, with written responses on market research or market conditions relating to insurance and risk management-related matters.	✓
G	SERVICE BROKER shall comply with the COUNTY's agenda submission deadlines for Board of County Commissioner meetings for approval of applicable insurance purchases including, but not limited to the policy renewals: <ol style="list-style-type: none"> <li>1. April 1: Excess property, excess workers' compensation, boiler and machinery, terrorism, excess liability policies.</li> <li>2. October 10: Airport liability and airport excess liability policies.</li> </ol>	✓
H	SERVICE BROKER shall assist COUNTY in the designation of insurance requirements for COUNTY's procurement of goods and services.	✓
I	SERVICE BROKER shall make all reasonable efforts, based on information available, to place the COUNTY's insurance coverage with financially stable insurance companies that have the ability to meet their ongoing obligations to COUNTY.	✓
J	SERVICE BROKER shall provide COUNTY, on an annual basis, a full accounting of all commissions earned by SERVICE BROKER or others such as subsidiaries whether wholly owned or not.	/

#	Scope of Work:	Gallagher's Ability & Willingness to Perform Service
K	SERVICE BROKER shall monitor the Federal Emergency Management Agency's (FEMA) Robert T. Stafford Disaster Relief and Emergency Assistance Act and notify COUNTY, on a timely basis, of all proposed or enacted changes which may adversely affect the COUNTY's insurance program or may jeopardize the COUNTY's compliance with it.	✓
L	SERVICE BROKER shall assist COUNTY in identifying and analyzing property and liability loss exposures.	✓
M	SERVICE BROKER shall assist, coordinate and facilitate the implementation of property loss control recommendations between insurer(s) and COUNTY.	✓
N	SERVICE BROKER shall coordinate and, or facilitate the administration of claims between claims administrator, COUNTY, SERVICE BROKER and, or insurer(s).	✓
O	SERVICE BROKER shall coordinate and, or arrange in-person meetings, when requested, between COUNTY and insurance company underwriter(s).	✓
P	SERVICE BROKER shall agree to provide other services usual and customary to those of an insurance broker but not identified in this Request for Proposal at the request of COUNTY at the agreed upon additional fee, if any, as identified in the Price Submittal.	✓
Q	SERVICE BROKER shall assist COUNTY, upon request, in locating insurance-related services such as risk management software, tracking of insurance compliance, property appraisal services, loss control services, etc.	✓
R	SERVICE BROKER shall assist COUNTY with the creation/editing of insurance-related reference materials for COUNTY's use.	✓
<b>4.4.4 Claims Administrator Services</b>		
A	SERVICE BROKER shall provide consultation, guidance, expertise, and/or support to COUNTY, when requested, related to the COUNTY's contracted claims administrators for workers' compensation or property & casualty claims.	✓
B	SERVICE BROKER shall intercede between COUNTY and its claims administrators for workers' compensation or property & casualty claims when requested by COUNTY.	✓
<b>4.4.5 Property Program</b>		
A	SERVICE BROKER shall provide a computer system to maintain and manage COUNTY's Statement of Values (SOV) with construction, occupancy, protection and exposure (C.O.P.E.) attributes, secondary modifiers, and other relevant data which is accessible by at least the Insurance Manager and the Director of the Risk Management Department.	✓
B	SERVICE BROKER shall inform underwriters of increases, and, or decreases (additions or changes), in property values as notified by COUNTY, or by professional appraisal.	✓
C	SERVICE BROKER shall provide, annually and prior to renewal of the property insurance, catastrophe modeling data for COUNTY's inventory including Probable Maximum Loss and Average Annual Loss estimates to COUNTY.	✓
D	SERVICE BROKER shall facilitate property appraisals for all COUNTY buildings by a qualified professional appraiser acceptable to the COUNTY such that prior to the end of contract term all buildings have had in-person, on-site appraisals with photographs. At the time of this RFP, there are approximately 1000 buildings located at approximately 350 separate locations. This means over a five year term (one-year contract with four optional renewals), at least 20% of the COUNTY's buildings would be appraised each year to meet the 100% requirement by the end of year five, provided that all contract renewal options were exercised.	✓
E	SERVICE BROKER shall identify the flood zone for each COUNTY building, and provide an Elevation Certificate for any property located in a Special Flood Hazard Zone for which an Elevation Certificate is not already on file. Further, SERVICE BROKER shall review this information as necessary, but at least each year, to stay current with updates to the FEMA flood map. Note: Elevation Certificates are on file for all properties listed on the Flood Insurance Schedule. See Attachment 6, Flood Insurance Schedule.	✓
<b>4.4.6 Risk Financing</b>		
A	SERVICE BROKER shall assist COUNTY examining the feasibility of alternative risk financing techniques.	✓
B	SERVICE BROKER shall assist COUNTY in selecting the best and most cost-effective risk financing techniques.	✓
C	SERVICE BROKER shall assist COUNTY in implementing, monitoring and improving its risk financing techniques.	✓
<b>4.4.7 Premium Invoicing and Payments</b>		
A	Invoices, for premium payments, shall be sent to COUNTY at least thirty (30) days before the payment is due to allow adequate processing time. If fewer than thirty (30) days is allowed, then SERVICE BROKER shall advance the premium(s) on the COUNTY's behalf or make other arrangements with intermediaries or insurers to ensure that policies are not cancelled for non-payment of premium.	✓
B	Each invoice, for premium payment, shall include among other things, the premium amount, invoice number, the carrier's name, policy number, due date, and coverage type, i.e. property, fine arts, casualty, flood, etc.	✓

#	Scope of Work	Gallagher's Ability & Willingness to Perform Service
<b>4.4.8 Meetings at County</b>		
A	SERVICE BROKER shall attend at least five (5) meetings per year in-person at the COUNTY offices. Other meetings may be required as determined based on need. Some of the other meetings may be attended via telephone.	✓
B	SERVICE BROKER shall attend all insurance-related Board meetings to provide expertise to the Commissioners. The Board meetings that require in-person attendance which are already known are the renewal in April, and the renewal in October. Any other Board meetings that require in-person attendance will be disclosed as they are determined. As much advanced notice as possible will be provided.	✓
C	SERVICE BROKER shall attend all claims reviews and stewardship meetings for the Workers' Compensation and Property & Casualty Divisions.	✓
D	SERVICE BROKER shall attend other Risk Management Department meetings as requested with advanced notice.	✓
<b>4.4.9 Additional Reports</b>		
A	SERVICE BROKER shall provide, upon each excess property insurance renewal, a spreadsheet with a breakdown by carrier, percentage of coverage by each carrier for each layer of insurance i.e. primary, first excess, second excess, etc. until all layers have been accounted for. See Attachment 10, Sample Reports.	✓
B	SERVICE BROKER shall provide a premium breakdown by COUNTY Program (General County, and Water Utilities) for the property insurance renewal. This report allocates the premium dollars per share of the insured values of each Program. A further breakdown of the General County by premium dollars to insured values shall be performed for: Airports, Tourist Development Council, and other departments as may be required. See Attachment 11, Sample Reports.	✓
C	SERVICE BROKER shall provide an annual coverage summary in MS Excel to COUNTY (coinciding with COUNTY's fiscal year October through September) listing all insurance purchased for COUNTY over the year. This list shall identify the coverage type, carrier's name, carrier's AM Best rating, commission earned (4.4.3.J.), policy number, premium, policy limits, policy deductible, etc.	✓
<b>4.5 MINIMUM QUALIFICATIONS</b>		
A	SERVICE BROKER shall hold both a Florida General Lines Insurance Agency License and, if required by the State of Florida, a Surplus Lines Agency License.	✓
B	SERVICE BROKER's firm assigned to the COUNTY must have been in business in Florida a minimum of five (5) years.	✓
C	SERVICE BROKER's team leader assigned to COUNTY must have been in practice in Florida for a minimum of five (5) years.	✓
D	SERVICE BROKER shall have extensive experience in placing insurance for an entity of similar size and nature to the COUNTY.	✓
<b>4.6 FEES/COSTS/COMPENSATION</b>		
A	SERVICE BROKER shall place coverage for the COUNTY at a no commission paid by COUNTY basis. SERVICE BROKER shall be fully compensated for all services provided to the COUNTY from commissions and/or other compensation from insurers, intermediaries and/or other sources.	✓
<b>4.7 RESERVATIONS</b>		
A	COUNTY reserves the right to negotiate directly with certain markets not normally available to agents or brokers, such as self-insured funds or pools, self-insured retention groups, syndicates or finite risk management insurance programs.	✓
B	COUNTY reserves the right, but not an obligation, to request the SERVICE BROKER to service, underwrite, market, and place coverage on both existing or new insurance program(s) or coverage provided it is in the COUNTY's best interest to do so.	✓
C	COUNTY reserves the right to procure additional lines of coverage via normal Risk Management Department and Purchasing Department procurement methods in lieu of utilizing SERVICE BROKER.	✓
D	COUNTY reserves the right to accept, amend, or reject a proposal(s) for new or existing coverage made by the SERVICE BROKER.	✓
<b>4.8 AGENT OF RECORD AND RELEASE CONDITION</b>		
A	SERVICE BROKER shall agree to service, underwrite, market, and place existing coverage mid-term or at renewal under an Agent of Record Assignment by COUNTY. In the event the Contract is terminated or an option year is not exercised, SERVICE BROKER shall agree to release all insurer(s) and/or intermediary(s) to COUNTY; as well as to COUNTY's newly designated SERVICE BROKER, to service, underwrite, market and place any existing or new insurance program(s) to all voluntary and available insurance markets.	✓

#	Scope of Work:	Gallagher's Ability & Willingness to Perform Service
<b>4.9 COUNTY LIAISON / INSURANCE CONTACT PERSON</b>		
A	<p>SERVICE BROKER shall agree to utilize the COUNTY's Risk Management Department for assistance in gathering underwriting information, claims handling, loss control services, general service issues, premium notices or other related correspondence. All official correspondence and notices from the SERVICE BROKER or insurer(s) shall be delivered to:</p> <p>Jacqueline Binns,  Property &amp; Casualty Insurance and Claims Manager  Risk Management Department  100 Australian Ave., Suite 200  West Palm Beach, FL 33406  Office: (561) 233-5422  Email: <a href="mailto:jbinns@pbcgov.org">jbinns@pbcgov.org</a></p>	✓
<b>4.10 ADHERENCE TO PROJECT TIME FRAMES AND RENEWAL DATES</b>		
A	SERVICE BROKER is given approximately one (1) month to collect underwriting data, market, negotiate with underwriters, prepare and deliver coverage proposals to COUNTY.	✓
B	SERVICE BROKER shall present coverage proposals to COUNTY at least forty-five (45) days prior to the coverage inception date in order to meet COUNTY's meeting agenda submittal deadlines. SERVICE BROKER shall accommodate all of the COUNTY's deadlines so as not to create gaps (lapses) in coverage for COUNTY.	✓

# Section 8 Appendices

## **APPENDIX A - QUESTIONNAIRE**

Please see Section 3.1 on pages 2-27 for APPENDIX A – QUESTIONNAIRE.

## **APPENDIX B - PRICE PROPOSAL PAGE(S)**

Please see Section 3.9 on pages 92-95 for APPENDIX B - PRICE PROPOSAL PAGE(S).

## **APPENDIX C - BUSINESS INFORMATION**

Please see Section 3.10 on page 96 for APPENDIX C - BUSINESS INFORMATION.

**APPENDIX D - OEBO SCHEDULES 1, 2, 3(A) & 4**

FE mmi gHHm 99/9/99 99/9

**OEBO SCHEDULE 1**

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Insurance Broker Services SOLICITATION/PROJECT/BID No.: RFP No. 21-040/DP  
 NAME OF PRIME RESPONDENT/BIDDER: Arthur J. Gallagher Risk Management Services, Inc. ADDRESS: 2255 Glades Road, Ste. 240W, Boca Raton, FL 33431  
 CONTACT PERSON: Judith Arenz PHONE NO.: 561-998-6780 E-MAIL: Judy\_arenz@ajg.com  
 SOLICITATION OPENING/SUBMITTAL DATE: May 5, 2021 DEPARTMENT: Arthur J. Gallagher Risk Management Services, Inc.

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Arthur J. Gallagher Risk Management Services, Inc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—	—	—	—	various 95%
2. Professional Risk Control Consulting Services, LLC (PRCCS) – David Daley	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5%	—	—	—	—
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	—	—	—	—	—
(Please use additional sheets if necessary)				Total	5%	—	—	95%

Total Bid Price \$ 280,000.00 Total SBE - W/WBE Participation 5%  
 I hereby certify that the above information is accurate to the best of my knowledge: Qtumft. / Avf Rsk i - Wvj  
 Signature Title

- Note:
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  - Modification of this form is not permitted and will be rejected upon submittal.





**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOUCITATION/PROJECT NUMBER: RFP No. 21-040/DP

SOLICITATION/PROJECT NAME: Insurance Broker Services

Prime Contractor: Arthur J. Gallagher Risk Management Services, Inc. subcontractor: Professional Risk Control Consulting Services, LLC (PRCCS) – David Daley

**(Check box(s) that apply)**

53 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): February 24, 2020

The undersigned affirms they are the following (select one from each column if applicable):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
53 Male <input type="checkbox"/> Female	X African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	loss control services	TBD	TBD	-	5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

Arthur J. Gallagher Risk Management Services, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Zeb Holt  
 Print Name  
 Regional Executive  
 Title  
 Date: 5/4/2021

Professional Risk Control Consulting Services, LLC  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
David Daley  
 Print Name  
 Area Vice President and Safety Management  
 Title  
 Date: OT / 21 / 2021

Revised 09/17/2019



APPENDIX E - CERTIFICATION OF BUSINESS LOCATION

APPENDIX E
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 21-040/DP

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

[X] Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

[X] Headquarters located in Palm Beach County
Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

[ ] Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

[ ] Headquarters located in the Glades
[ ] Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by Zeb Holt, as (Name of Individual)

Regional Executive Vice President - Florida, of Arthur J. Gallagher Risk Management Services, Inc. (Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

[Handwritten Signature]
(Signature)

5/1/2021
(Date)



**LOCAL BUSINESS TAX RECEIPT # 21 00057355**

**CUT OF BOCA RATON BUSINESS TAX Airn <<tY**

THIS IS NOT A BILL

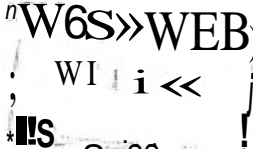
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ARTHUR L SAARMAHER  
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ROHLUNQ MEADOWS 1L 60008**



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**APPENDIX F - DRUG FREE WORKPLACE CERTIFICATION**

**APPENDIX F  
DRUG-FREE WORKPLACE CERTIFICATION  
RFP NO. 21-040/DP**

**IDENTICAL TIE PROPOSALS** - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Zeb Holt the  
(Individual's Name)

Regional Executive Vice President - Florida of Arthur J. Gallagher Risk Management Services, Inc.  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

*kw* kwt  
Signature

5/9/2021  
Date

APPENDIX G - DISCLOSURE OF OWNERSHIP INTERESTS

APPENDIX G  
DISCLOSURE OF OWNERSHIP INTERESTS  
RFP NO. 21-040/DP

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:  
[ ] an individual or  
[ ] the \_\_\_\_\_ of \_\_\_\_\_  
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_






Secretary's Certificate

Arthur J. Gallagher Risk Management Services, Inc.

I, April Hanes-Dowd, do hereby certify that:

1. I am the duly elected and qualified Secretary of Arthur J. Gallagher Risk Management Services, Inc. (the "Company") a corporation duly organized, existing and in good standing under the laws of the State of Illinois;
2. In such capacity I have access to and am familiar with the corporate records of the Company; and
3. Zeb Holt is a duly appointed Regional Executive Vice President of the Company and in such capacity has the authority to sign the documents, including but not limited to, non-disclosure agreements, requests for proposals and contracts on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has set her hand and affixed the seal of this corporation this 16<sup>th</sup> day of September, 2020.

  
April Hanes-Dowd  
Secretary

Corporate Seal



Certificates of insurance

aaiaNMMi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)  
4/19/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chi.Certificates@ajg.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: ACE Property & Casualty Insurance Co INSURER C: Arch Indemnity Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite 200E Boca Raton, FL 33431	ARTHJGA113 NAIC # 11150 20699 30830

COVERAGES CERTIFICATE NUMBER: 438715034 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="radio"/> OCCUR GENL AGGREGATE UMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	41GPP4938413	10/1/2020	10/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	41CAB4938313 (AOS) 41CAB4939013 (MA)	10/1/2020 10/1/2020	10/1/2021 10/1/2021	COMBINED SINGLE UMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE PEP <input checked="" type="checkbox"/> RETENTION \$ 25,000		XOO G46820149 004	10/1/2020	10/1/2021	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="radio"/> N/A	41WCI4938113 (AOS) 44WCI0501913 (NY, TX, CA, KY, MO)	10/1/2020 10/1/2020	10/1/2021 10/1/2021	EL PER STATUTE THE EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS (VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability:  
 General Aggregate Per Location Subject to \$10 Mil Policy aggregate.  
 Certholder is shown as an additional insured on the General Liability policy per form 00 GL0596 00 04 10 and the Auto Liability policy per form 00 CA0115 00 0410 as required by written contract pursuant to and subject to the policies terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents do Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach CA 90801 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQOUR LIABILITY FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938413**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/01/2020**

00 GL0596 00 04 10

Page 1 of 1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR TRUCK CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

Under **SECTION II – LIABILITY COVERAGE**, the **Who is An Insured** provision in paragraph **A. 1** is amended to include as an additional "insured" the person or organization who is required under a written contract with you to be included as an "insured" under this policy, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41CAB4938313**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/01/2020**

00 CA0115 00 04 10

Page 1 of 1



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR TRUCK CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

Under **SECTION II – LIABILITY COVERAGE**, the **Who is An Insured** provision in paragraph **A. 1** is amended to include as an additional "insured" the person or organization who is required under a written contract with you to be included as an "insured" under this policy, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number

Policy Number **41CAB4939013**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/01/2020**

00 CA0115 00 04 10

Page 1 of 1

**ARCH INSURANCE COMPANY 1**



# *State of Florida Department of State*

I certify from the records of this office that ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. is an Illinois corporation authorized to transact business in the State of Florida qualified on July 19, 2002.

The document number of this corporation is F0200000376 L

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on July 14, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital this  
the Fifteenth day of December,  
2020*



*Randy Be*  
Secretary of State

Tracking Number: 621275834CU

To authenticate this document, visit the following site, enter this number, and then follow the instructions displayed.

<https://sefttjcesjunlbU.org/Tracking/CertificateOfStatus/CertificateAuthentication>

Wm

Agency License

FLORIDA DEPARTMENT of FINANCIAL SERVICES

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

15JOGOLT K6  
ROLLING MILL WSH 6000S

Agency License Number LO16894

Location Number 1X-C9

Issued On 09/12/3006

PubNutfi\* lo Scvtuti 626042\$, Florida Statute, This Apaxj LixaUoa Shill Ik: in The Active  
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FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 19, 2002

SUSIE KNIGHT  
CSC

Qualification documents for ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. were filed on July 19, 2002 and assigned document number F02000003701. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Michelle Hodges  
Document Specialist  
Division of Corporations.

Letter Number: 902A00044373

Account number: 072100000032

Amount charged: 70.00

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**Palm Beach County  
Office of Equal Business Opportunity**

Certifies That

**Professional Risk Control Consulting Services, LLC**

**VENDOR # VS0000012383**

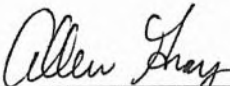
*is a Small/Minority Business Enterprise (S/MBE) as prescribed by  
section 2-80.21 - 2-80.40 of the Palm Beach County Code for a three year period from*

**February 24, 2020 to February 23, 2023**

The following Services and/or Products are covered under this certification:

**Safety Engineering and Accident Studies; OSHA Studies; Site Assessment and Site Field Observation  
Contractor Compliance Monitoring Services; Compliance Consulting, Including American  
Disabilities Act (ADA)  
Consulting Services (Not Otherwise Classified); Education and Training Consulting  
Employee Benefits Consulting; Insurance Consulting; Management Consulting  
Security and Safety Consulting; Insurance and Insurance Services, (Not Otherwise Classified)  
Business Management Services; Incentive Management Program Services, Safety, etc.  
Insurance and Risk Management Services; Professional Services (Not Otherwise Classified)  
Safety Training and Awareness Services, Including Highway Safety, Boating,  
Seat Belt, CPR and AED Training**

Palm Beach County Board of County Commissioners:

  
**Allen Gray, Manager**



Dave Kemer, Mayor  
Robert S. Weinroth, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Mary Lou Berger  
Melissa McKinlay  
Mack Bernard

County Administrator  
Verdenia Baker

02/24/2020



# THE

Shared Values at Gallagher are the rock foundation of the Company and our Culture. **What is a Shared Value?** These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to.  
**What are some of Gallagher's Shared Values?**

# GALLAGHER

# WAY

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens — everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned — not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems — not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on — not turned off.
23. We are a warm, close company. This is a strength — not a weakness.
24. We must continue building a professional company — together — as a team.
25. Shared values can be altered with circumstances — but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

**ROBERT E. GALLAGHER**  
**MAY 1984**



**Gallagher**





Times change. Ethics don't.

Gallagher named one of the World's Most Ethical Companies for 2021.\*

Gallagher, the only insurance broker to make the list for **the 10th year in a row**, joins a small, distinguished group of companies committed to operating at the highest standards of ethical behavior.

## The Gallagher Way of doing business.

Integrity is what you do when no one is watching. But it sure is nice when you're noticed.

We are proud of how we conduct business, and we are honored and especially proud to have been recognized by the Ethisphere Institute. At Gallagher, we're committed to doing the right thing and placing our clients first

You manage your business.

Let Gallagher manage your risk.

Gallagher operates differently than most insurance brokers. Our expert advisors are ready to get inside your business and truly understand your operations, your thinking, your past experiences and future plans. Only then can we architect solutions that truly support your objectives.



**Tenet \*5: There are no second-class citizens — everyone is important and everyone's job is important.**

For the third year in a row, Gallagher has received a top score of 100 percent on the Human Rights Campaign Foundation's Corporate Equality Index (CEI), earning recognition as a "Best Place to Work for LGBTQ Equality".

## Be Yourself Here

In order to receive 100% you must meet strict criteria in all four areas: workplace protections, inclusive benefits, supporting an inclusive culture & corporate social responsibility, and overall responsible citizenship.

We met those criteria because of what we seek to do every day at Gallagher, not because we "survey well." We truly believe that our long-standing success is a result of our people. As a result, we seek to provide all of our colleagues with the same, strong sense of purpose, by cultivating an environment that helps them face their future with confidence. Allowing for them to be their authentic selves at work, grow and drive real impact both at work and in the communities they call home.

## Gallagher at a Glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations, and claims processing.

As one of the largest insurance brokers in the world, Gallagher has approximately 850 offices in 49 countries and provides client-service capabilities in more than 150 countries around the world through our network of partners. Wherever you are – we're nearby.

### **Judith A. Arenz, CPCU | Area Senior Vice President**

---

Arthur J. Gallagher Risk Management Services, Inc.

2255 Glades Road, Ste. 240W, Boca Raton, FL 33431

Judy\_Arenz@ajg.com | 561.998.6780

[ajg.com](http://ajg.com)

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This proposal of coverage is intended to facilitate your understanding of the insurance program. It is not intended to replace or supersede your insurance policies.



**Gallagher**

Insurance | Risk Management | Consulting