



Named Covered Party: **Escambia County Fire Rescue**

Term: **10/01/2009 to 10/01/2010**

Coverage Provided By: **Preferred Governmental Insurance Trust**

Renewal Quote No.: **WC FL1 0174001 09-07**

To protect members of the fund from large losses and to protect the financial security of the fund, the Preferred Governmental Insurance Trust (PGIT) board of trustees has elected to purchase an extremely conservative excess of loss Insurance structure. We stress PGIT excess of loss structure because an excess structure provides PGIT members several levels of protection that reinsurance does not.

Foremost among these is the fact that PGIT's excess of loss policies list every individual member a named Insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

PGIT is a non-assessable Trust authorized under Florida Statute and is not rated by AM Best. PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. PGIT members are not constrained by notice requirements or punitive run-off claims costs to exit. PGIT is a non-admitted pool in the state of Florida.



**Public
Risk
Underwriters**

Insurance Solutions for Public Entities

Public Risk Underwriters (PRU), as part of Brown & Brown, is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.



Preferred Governmental Claims Services (PGCS) is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through PGIT. PGIT is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. PGIT has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

PGIT has contracted with PRU, a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to PGIT include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of PGIT Coverage Agreements / PGIT Member Liaison / Risk Assessment and Control

Pursuant to its contract with PGIT, PRU receives an administration fee, based on the size and complexity of the account, of up to 12.0% of the PGIT premiums billed and collected.

PGIT has also contracted with PGCS, a company owned by Brown & Brown, Inc., for purposes of administering the claims of PGIT members. The services provided by PGCS to PGIT may include:

Claims Liaison with Insurance Company / Claims Liaison with PGIT Members / Claims Adjustment

Pursuant to its contract with PGIT, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to PGIT.

PGIT also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of PGIT's insurance policies, and for individual risk placements for some PGIT members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to PGIT for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.



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ESTIMATED ANNUAL PAYROLL

Class Code	Description	Payroll
7704	FIREFIGHTERS & DRIVERS	585,000
		\$585,000



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EMPLOYERS' LIABILITY COVERAGE

Bodily Injury by Accident	Each Accident	\$1,000,000
Bodily Injury by Disease	Agreement Limit	\$1,000,000
Bodily Injury by Disease	Each Employee	\$1,000,000

ESTIMATED BILLING

Manual Premium		\$23,283
Experience Modifier	1.840	
Estimated Annual Premium		\$49,406
Minimum Annual Premium	\$2,000, Monoline \$4,000	
Drug-Free Credit		Not Included
Safety Credit		Not Included

Experience Modifiers:	Deductible Plan: Gross
1.840 10/01/2009	\$2,500 Deductible
	\$2,500 Per Occurrence

Pay Term: WC - 25% Down & 9 Equal Installments

First payment of \$12,501.50 is due 10/01/2009.

9 Monthly Installments of \$4,100.50 are due beginning 11/01/2009.

Make Checks Payable to Preferred Governmental Insurance Trust



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Coverage Provided By: Preferred Governmental Insurance Trust

Renewal Quote No.: WC FL1 0174001 09-07

TOTAL PREMIUM DUE	\$49,406.00
Commission	5.00%

RENEWAL QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

- 1.All coverages requested may not be offered in this quote.
- 2.Quote subject to review and acceptance by PGIT Board of Trustees
- 3.The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
- 4.Down payment is due at inception
- 5.The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
- 6.If NCCI repromulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
- 7.Quote was prepared using payrolls supplied by your agency.
- 8.Safety and Drug Free program credits (if applicable) are subject to program requirements.
- 9.Payrolls are subject to final audit.
- 10.Request to Bind must be received in writing via email prior to the effective date of coverage. If request is not received prior to that date there is no coverage and the file is closed.
- 11.Deletion of any coverage presented, Package and/or Workers' Compensation, will result in repricing of account.
- 12.Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

ADDITIONAL TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

Quote is subject to receipt of the following information within 30 days of binding:

- Signed PGIT WC Application

Payrolls used are 5% over expiring audited



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
INFORMATION PAGE**

Coverage Provider:
Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455
(Carrier Code: 38849)

Producer:
Whitman & Whitman, Inc.
2032-A Creighton Road
Pensacola, FL 32504

Agreement No.: WC FL1 0174001 08-06
Prior Agreement No.: WC FL1 0174001 07-05

1. Named Covered Party: Escambia County Fire Rescue

Mailing Address: 6565 North W. Street
Pensacola, FL 32505

Fein: 596000598

Risk ID: 091115859

Other workplaces not shown above:
SEE SCHEDULE OF OPERATIONS

Type of Business: Fire Control District

2. The agreement period is from 12:01 am on 10/01/2008 to 12:01 am on 10/01/2009 at the insured's mailing address.

3. A. Workers Compensation Coverage: Part One of the Coverage Agreement applies to the Workers Compensation Law of the states listed here:
FL

B. Employers Liability Coverage: Part Two of the Coverage Agreement applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	<u>\$ 1,000,000</u>	each accident
Bodily Injury by Disease	<u>\$ 1,000,000</u>	policy limit
Bodily Injury by Disease	<u>\$ 1,000,000</u>	each employee

C. Other States Coverage:

D. This Coverage Agreement includes these endorsements and schedules:
See PGIT WC 002

4. The premium for this Coverage Agreement will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.
SEE SCHEDULE OF OPERATIONS

Total Estimated Annual Premium \$47,713.00

Annual Minimum Premium \$4,000.00 Expense Constant \$200.00

PGIT WC 001 (10 06)

Countersigned by



WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
FORMS LIST

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.:	WC FL1 0174001 08-06
	Fein:	596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No.	38849

Form Name	Form Number
Information Page	PGIT WC 001 (10 06)
Forms List	PGIT WC 002 (10 06)
Schedule of Operations	PGIT WC 003 (10 06)
Coverage Terms	PGIT WC 004 (10 06)
Schedule of Operations - Other Workplaces	PGIT WC 005 (10 06)
Premium Discount Endorsement	PGIT WC 006 (10 06)
Contingent Experience Rating Modification Factor Endorsement	PGIT WC 007 (10 06)
Notification of Change in Ownership Endorsement	PGIT WC 008 (10 06)
Florida Employment and Wage Information Release Endorsement	PGIT WC 009 (10 06)
Florida Benefits Deductible Endorsement	PGIT WC 010 (10 06)



WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
SCHEDULE OF OPERATIONS

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.:	WC FL1 0174001 08-06
	Fein:	596000598

Coverage Provider Preferred Governmental Insurance Trust	Carrier No.	38849
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*****PREMIUM INFORMATION FOR FL*****

Code	Classification	Payroll	Rate	Premium
7704	FIREFIGHTERS & DRIVERS	\$691,425	4.03	\$27,864

PGIT WC 003 (10 06)	10/31/2008
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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
 COVERAGE AGREEMENT
 SCHEDULE OF OPERATIONS**

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.: WC FL1 0174001 08-06 Fein: 596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No. 38849

Manual Premium		\$27,864
Deductible/Coinsurance		\$1,282
Safety Program		\$0
Drug Free Workplace		\$0
Experience Modification - Listed Below		\$39,607
Schedule Adjustment		\$11,882
Standard Premium		\$51,489
Premium Discount	7.34%	\$3,776
Normal Premium		\$47,713
Expense Constant		\$200
Annual Premium		\$47,913

Experience Modifiers 1.490000 10/01/2008



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
COVERAGE TERMS**

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.:	WC FL1 0174001 08-06
	Fein:	596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No.	38849

COVERAGE TERMS

1. Rights and Duties of the Fund

The Fund has the right and duty to defend, at the Fund's expense, any claim, legal proceeding or suit against a Member for benefits payable under this Agreement, and the Fund has the right to investigate and settle such claims, legal proceedings or suits. The Fund, however, has no duty to defend a claim, legal proceedings or suit that is not covered by this Agreement, nor to defend or continue to defend the Fund or its Members after the Fund has paid its applicable limit of liability under the coverages involved.

2. Expenses Payable by the Fund

In addition to other amounts payable under this Agreement, the Fund will pay, as part of any claim, proceeding or suit the Fund defends:

- a) reasonable expenses incurred at the Fund's requests, exclusive of loss of earnings;
- b) premiums for bonds to release attachments and for appeal bonds in amounts up to the amounts payable under this Agreement;
- c) all litigation costs taxed against a Member;
- d) interest on a judgment as required by law until the Fund offers the amount due under this Agreement; and
- e) any other reasonable and necessary expenses the Fund incurs.

3. The Fund's Right of Subrogation

The Fund has the right, and is subrogated to the rights of persons entitled to the benefits of this Agreement, to recover its payments from anyone liable for a covered injury. Once the Fund has compensated, or is liable to compensate, an injured Employee for the full value of their claim as determined by settlement or a tribunal with jurisdiction to hear worker's compensation claims, the Fund is automatically subrogated to the injured Employee's rights under any other agreement, law, or pending or potential cause of action which would compensate the Employee for the same injury. The Fund is entitled to offset any independent recovery by an injured Employee against any amounts due from the Fund under this Agreement. Where an Employee is entitled to ongoing benefits under this Agreement, any third party settlement for the same injury will be offset such that future payments from other sources for the same injury are deducted from those continuing benefits. In the event of payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any person or other entity legally responsible for damages for such loss. The Member shall act reasonably to protect the Fund's right of subrogation. In the event that the Fund is subrogated to the Member's right, the Member agrees to render all reasonable assistance to effect recovery, including the release of any internal investigations.

4. Workers' Compensation Coverage Provided by the Fund

The workers' compensation statutory coverages provided by the Fund cover bodily injury, including death by accident or disease, subject to the Florida Workers' Compensation Law and as follows:

- a) Time of Occurrence. A bodily injury is covered only if such injury occurs during the coverage period. A bodily injury by disease must be directly caused by the conditions of an Employee's employment, and the Employee's last date of last exposure to the conditions causing or aggravating such injury and/or disability by disease must occur during the coverage period.
- b) Payment. The Fund will promptly pay when due the benefits required by the Florida Workers' Compensation Law.

- c) Conditions. Bodily injury, including death, is covered only if
 1. it arises out of, and in the course and scope of, the Employee's employment by a Member; and
 2. the employment is necessary or incidental to the Employee's work within the State of Florida.

5. Employer's Liability Coverage Provided by the Fund

This employer's liability coverage applies to bodily injury, including death, by accident or disease subject to the following:

- a) Time of Occurrence. A bodily injury is covered only if such injury occurs during the coverage period. A bodily injury by disease must be directly caused by the conditions of an Employee's employment, and the Employee's last date of last exposure to the conditions causing or aggravating such injury and/or disability by disease must occur during the coverage period.
- b) Payment. The Fund will pay all sums a Member legally must pay as damages because of bodily injury to a Member's Employees, provided the injury is covered by this Employer's liability coverage.
- c) Conditions. Bodily injury, including death, is covered only if
 1. it arises out of, and in the course and scope of, the Employee's employment by a Member; and
 2. the employment is necessary or incidental to Employee's work within the State of Florida.
- d) Damages. The damages the Fund will pay, where recovery is permitted by law, include damages:
 1. for which a Member is liable to a third party by reason of a claim or suit against a Member by that third party to recover the damages claimed against such Member as a result of injury to an Employee;
 2. for care and loss of services;
 3. for consequential injury to a spouse, child, parent, brother or sister of the injured Employee, provided that these damages arise out of and in the course and scope of the injured Employee's employment by a Member; and
 4. claims against a Member in a capacity other than as employer resulting from injury to a Member's Employee that arises out of and in the course and scope of employment.
- e) Exclusion. This coverage does not apply to:
 1. liability assumed under a contract, except with regard to a warranty that a Member's work will be done in a workmanlike manner;
 2. punitive or exemplary damages imposed because of bodily injury to an employee employed in violation of the law;
 3. bodily injury to an Employee while employed in violation of law by a Member's executive officers;
 4. any obligation imposed by workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
 5. bodily injury intentionally caused or aggravated by a Member, its officers, directors, or other persons serving in a supervisory capacity or which is the result of your engaging in conduct equivalent to an intentional tort; however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws;
 6. bodily injury, including death, occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to, or death of, a citizen or resident of the United States of America or Canada who is temporarily outside these countries if such death or injury arises out of, and in the course and scope of, the employee's employment by a Member;
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee or any personnel practices, policies, acts or omissions;
 8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal works or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
 9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-060) any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course and scope of employment, or any amendments to those laws;
 10. bodily injury to a master or member of the crew of any vessel;
 11. fines or penalties imposed for violation of federal or state law; and
 12. damages payable under the Migrant and Seasonal Agricultural Workers' Compensation Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulation issued thereunder, and any amendments to those laws.

f) Limitation of Liability

The Fund's liability to pay for damages is limited to the amounts shown on the Information Page. They apply as follows:

1. Bodily Injury by Accident. The limit shown for "Bodily Injury by Accident-each accident" is the most the Fund will pay for all damages covered by this Agreement because of bodily injury to one or more Employees in any one accident.
2. Bodily Injury by Disease. The limit shown for "Bodily Injury by disease-policy limit" is the most the Fund will pay for all damages covered by this Agreement and arising out of bodily injury by disease regardless of the number of Employees who sustain bodily injury by disease. The limit shown for "Bodily Injury by disease-each employee" is the most the Fund will pay for all damages because of bodily injury by disease to any one Employee. Bodily injury by disease does not include disease that results directly from bodily injury by accident.
3. The Fund will not pay any claims for damages after the Fund has paid the applicable limit of its liability under this Agreement.

g) Conditions. There will be no right of action against the Fund under this Agreement unless:

1. the Member has complied with all the terms of this Agreement; and
2. the amount the Member owes has been determined with the Fund's consent or by actual trial and final judgment. This coverage does not give anyone the right to add the Fund as a defendant in an action against a Member to determine the Member's liability.

6. Duties of Members

Each Member is obligated to:

- a) pay premiums when due and as determined by the Fund including allowing the Fund or its designated agents access to information necessary to determine the final premium;
- b) allow the Fund or the Administrator to visit its workplace(s) for purposes of assisting Members in operating in a manner which has the potential to result in lower premium rates; and
- c) to provide a safe workplace as defined by applicable law or the Fund.

Each Member is responsible for any payments in excess of the benefits regularly required by the Florida Workers' Compensation Law, including those required as a result of:

- a) a Member's willful or grossly negligent misconduct;
- b) a Member's employing an Employee whose employment is in violation of any local, state or federal law;
- c) a Member failing to comply with a health or safety law or regulation; or
- d) a Member discharging, threatening to discharge, coercing or otherwise discriminating against any Employee in violation of the Florida Workers' Compensation Law, or any other local, state or federal law. A Member shall promptly reimburse the Fund for any payments made on a Member's behalf, in excess of the benefits regularly provided by such law.

If injury occurs to one of the Member's Employees entitled, or potentially entitled, to benefits under this Agreement, the Member shall:

- a) provide for immediate medical and other services required by applicable law;
- b) promptly provide the Fund, the Administrator or its agents with the names and addresses of the injured persons and witnesses, and other information the Fund may need or require;
- c) provide the Fund the Administrator or its agents with all notices, demands and legal papers related to the injury, claim, proceeding or suit;
- d) cooperate with the Fund and assist the Fund, as the Fund may reasonably request, in the investigation, settlement or defense of any claim, proceeding or suit. No Member shall interfere with the Fund's right to recover payments from others nor shall any Member voluntarily make payments, assume obligations or incur expenses, except at the Member's own cost.

7. Workplace Access

The Fund has the right, but is not obligated, to inspect a Member's workplace at any time. The Fund's inspections are not safety inspections and they relate only to the insurability of the workplaces and the premiums to be charged for workers' compensation. The Fund may provide a Member with reports on the findings of such inspections, and the Fund may also recommend changes that are calculated to reduce risk and which reduce premium. The Fund does not undertake to perform the duty of any person to provide for the health or safety of a Member's Employees or the public. The Fund does not warrant that a Member's workplace is safe or healthful or that it complies with law, regulations, codes or standards. Consequently, neither the Fund nor the Administrator shall be held liable to any

person as a direct or indirect result of safety reviews or inspections conducted under this provision. If the coverage period is longer than one year, all provisions regarding coverage will apply as though a new agreement were entered into on each annual anniversary that this Agreement is in force.

PREMIUM CONTRIBUTION

Each Member shall be individually responsible for paying premiums as provided herein. All premiums for the coverage described in this Agreement will be determined by the Fund's rules, rates, rating plans and classifications. The Fund may change its rules, rates, rating plans and classifications and apply the changes to this coverage.

1. Classifications

The Information Page shows the rate and premium basis for applicable work classifications. A Member's classification is assigned based on an estimate of the exposures of the Member during the coverage period. If the Member's actual exposures are not properly described by those classifications, the Fund will assign proper classifications, rates and premium basis with notification to the Member.

2. Premium

Premium for each classification is determined by multiplying a rate by a premium basis. Remuneration is the most common premium basis. This premium basis includes a payroll and all other remuneration, as defined by applicable Florida Workers' Compensation Law, paid or payable during the applicable period for the services of:

- a) all the Member's Employees engaged in work coverage by this Agreement; and
- b) all other persons engaged in work that could make the Fund liable for the workers' compensation coverage provided by this Agreement. If the Member does not have the payroll records for these persons, the contract price may be used as a premium basis. This paragraph (b) will not apply if the Member gives the Fund proof that the employers of these persons lawfully secured their workers' compensation obligations.

3. Payment

Members shall pay all premiums when due. Failure to properly and timely pay premiums will result in appropriate legal action by the Fund. Should a legal cause of action be filed to collect premiums due, it is agreed that proper venue is the county in which the office of the Administrator is located.

4. Final Premium Determination

The premium shown on the Information page, premium summary, schedules, and endorsements is an estimate. The final premium will be determined after each coverage period ends by using the actual premium basis, proper classifications, experience modifications and rates that lawfully apply to the Member covered by this Agreement. If the final premium is more than the premium a Member has paid to the Fund, the Member must pay the Fund the balance. If the final premium is less than the premium a Member has paid to the Fund, the Fund will refund or credit the balance to the Member. The final premiums will not be less than the highest minimum premium for the governing classification covered by this Agreement. If this Agreement is canceled, final premium will be determined subject to the applicable Florida Workers' Compensation Law.

5. Records

The Member will keep records needed to compute premium and will provide the Fund with copies of those records upon request. Additionally, the Member will permit the Fund to examine and audit all of the Member's records that relate to this Agreement, including ledgers, journals, payroll and disbursement records, and programs for storing and retrieving data. The Fund may conduct the audits during regular business hours during the coverage period and within three years after the coverage period ends. Information developed by audit will be used to determine the final premium. The Administrator as well as insurance rate service organizations have the same rights as the Fund under this provision.

6. Member's Continuing Obligation to Pay Premiums

A Member's failure to pay the full amount of a premium that is due shall be default of their obligation under this Agreement. The default of any Member, or group of Members, shall not relieve any other Member of its obligation to pay premiums as they become due.

In the event of a Member's default, the Board of Trustees or the Administrator may take any lawful action to protect the Fund from loss. If suit is brought against the defaulting Member, the defaulting Member shall be liable to the Fund for the costs of collection, including but not limited to audit costs, court costs and attorneys' fees. The Board of Trustees, or the Administrator acting under the Administrative Agreement, may terminate a defaulting Member.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
SCHEDULE OF OPERATIONS - OTHER WORKPLACES

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.:	WC FL1 0174001 08-06
	Fein:	596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No.	38849

OTHER WORKPLACES

Escambia County Fire Rescue
6565 North W. Street
Pensacola, FL 32505



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
PREMIUM DISCOUNT ENDORSEMENT**

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.:	WC FL1 0174001 08-06
	Fein:	596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No.	38849

The premium for this Coverage Agreement and the Agreements, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

Estimated Eligible Premium

1. State	First	Next	Next	Balance
FL	\$10,000	\$190,000	\$1,550,000	
	-	9.1%	11.3%	12.3%

2. Average percentage discount:

3. Other coverage agreements:

4. If there are no entries in items 1, 2, and 3, of the Schedule see the Premium Discount Endorsement attached to your Agreement number:

This endorsement changes the agreement to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the agreement)

Countersigned by _____



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
 COVERAGE AGREEMENT
 CONTINGENT EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.: WC FL1 0174001 08-06
	Fein: 596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No. 38849

The premium for this coverage agreement will be adjusted by an experience rating modification factor. The factor shown in the schedule is a Contingent Experience Rating Modification Factor based on the appropriate experience data available and replaces any prior experience modification factor. We will issue an endorsement to show a revised factor if appropriate additional experience data becomes available. The contingent factor will apply unless a revised factor is subsequently issued.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Countersigned by _____



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.: WC FL1 0174001 08-06
	Fein: 596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No. 38849

Experience rating is mandatory for all eligible covered parties. The experience rating modification factor, if any, applicable to this coverage agreement, may change if there is a change in your ownership or in that one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the agreement to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the agreement.)

PGIT WC 008 (10 06)

Countersigned by _____



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT**

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.: WC FL1 0174001 08-06
	Fein: 596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No. 38849

This coverage agreement requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this coverage agreement, you consent to the release of the information. We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the agreement.

This endorsement changes the agreement to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the agreement)

PGIT WC 009 (10 06)

Countersigned by _____



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
 COVERAGE AGREEMENT
 FLORIDA BENEFITS DEDUCTIBLE ENDORSEMENT**

Named Covered Party: Escambia County Fire Rescue 6565 North W. Street Pensacola, FL 32505	Agreement No.: WC FL1 0174001 08-06
	Fein: 596000598
Coverage Provider Preferred Governmental Insurance Trust	Carrier No. 38849

This endorsement applies only to the coverage provided by Part One (Workers Compensation Coverage) because Florida is shown in Item 3.A of the information page.

1. Part One (Workers Compensation Coverage) applies to any amount paid in excess of the deductible amount shown in the schedule below. This deductible applies to each claim compensable under the Florida Workers' Compensation Law.
2. We will pay the deductible for you, but you will reimburse us for our payments withing 30 days after we send you the notices that payment is due. If you fail to reimburse us, we may cancel the coverage agreement for nonpayment of premium. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

Schedule

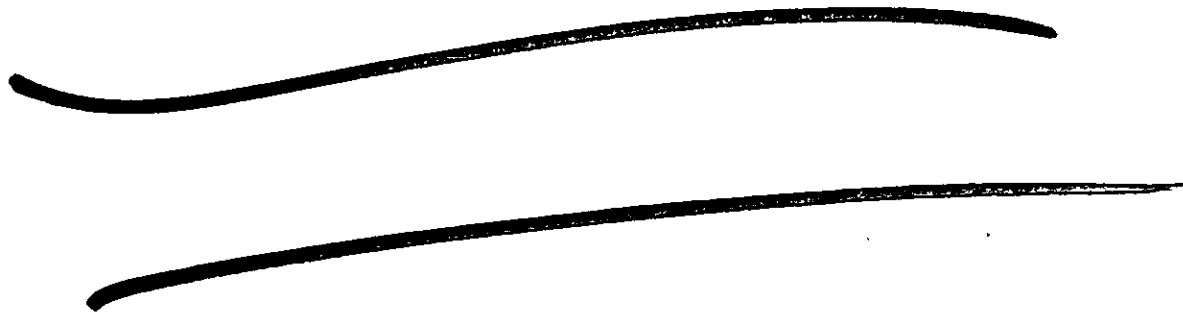
Deductible Amount

2,500 Deductible

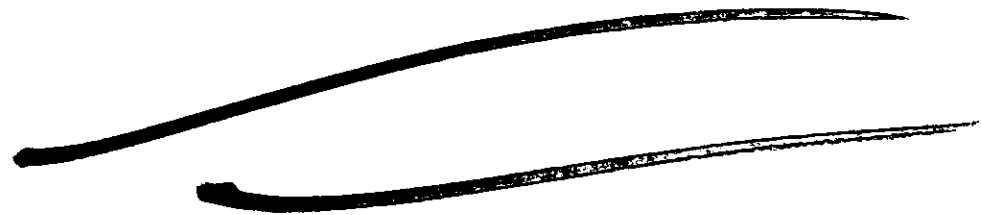
This endorsement changes the agreement to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the agreement)

Countersigned by _____

PD 02-03.83



Tab 2



AUG. 2. 2004 3:41PM

ESCAMBIA CO PURCHASN

NO. 1890 P. 1

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE • 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32597-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.co.escambia.fl.us/purchasing>



JOSEPH F. PILLIARY, JR. CPPO, CPPB
Purchasing Manager

Facimilie

August 2, 2004

Linda B. Whitman
Whitman & Whitman, Inc.
139 E. Burgess Rd
Pensacola, Fl. 32503

Re: CONTRACT RENEWAL Specification PD 02-03.83 Workers Compensation Insurance

Dear Ms. Whitman:

The current awarded period on above referenced contract is due to expire September 30, 2004. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, for an additional twelve month period.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for the period of October 1, 2004 through September 30, 2005. I will need the signed letter returned by mail or fax, not later than the 3:00 p.m., Wednesday August 11, 2004.

If you have any questions, please feel free to call Bessie M. Bradshaw, CPPB, (850) 595-4942, Phone Number, or Fax Number. (850) 595-4807.

Sincerely,

Bessie M. Bradshaw

Bessie M. Bradshaw, CPPB
Purchasing Supervisor

I want to extend the current contract PD 02-03.83, for an additional twelve-month period at the same terms and conditions.

Yes No

Linda B. Whitman 8-4-04
Signature Date

LINDA B. WHITMAN
Printed Name of Signer

PRESIDENT
Title of Signer

Comments: _____

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ADMINISTRATIVE SERVICES DEPARTMENT**



OFFICE OF PURCHASING

213 PALAFOX PLACE • 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32597-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.co.escambia.fl.us/purchasing>

JOSEPH F. PILLITARY, JR. CPPO, CPPB
Purchasing Manager

CERTIFICATION OF CONTRACT

TITLE: Property, Liability, Workers Compensation and Statutory Death Benefits Insurance

CONTRACT NO.: PD 01-02.6

AWARD DATE: January 10, 2002 effective January 1, 2002 (renewed through January 1, 2004)

CONTRACTOR(S): SUPERSEDES: NA

Vendor change from Brown & Brown, Inc. (1-1-02) **To: Whitman & Whitman Inc.**

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF BESSIE BRADSHAW, CPPB AT (850) 595-4942, SUNCOM 695-4942, E-MAIL: bessie_moorer@co.escambia.fl.us

- A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on January 10, 2002, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. EFFECT - This contract was entered into to provide economies in the purchase of Insurance Services as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemental by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. VENDOR PERFORMANCE EVALUATION FORM - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

**ADMINISTRATIVE SERVICES DEPARTMENT
MANAGEMENT AND BUDGET • PROPERTY MANAGEMENT • PURCHASING**

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING**

213 PALAFOX PLACE • 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.co.escambia.fl.us/purchasing>

JOSEPH F. PILLITARY, JR., CPPO, CPPB
Purchasing Manager



August 3, 2004

Linda Whitman, President
Whitman & Whitman, Inc. m
Pensacola, Fl. 32503

**RE: Property, Liability, Workers Compensation and Statutory Death
Benefits Insurance PD 01-02.6**

Dear Mrs. Whitman,

The Board of County Commissioners awarded a contract for a period of twelve (12) month with additional twelve (12) month renewal periods upon mutual agreement in accordance with the terms and conditions of the solicitation. I am inquiring to see if you would be interested in extending the contract noted above for an additional twelve (12) month period effective January 1, 2005.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested in extending the contract for a twelve (12) month period effective January 1, 2005. Please sign this letter and return it by mail or fax it to (850) 595-4807.

If you have any questions, please call Bessie M. Bradshaw, CPPB at (850) 595-4942.

Sincerely,

Bessie M. Bradshaw
Bessie M. Bradshaw, CPPB
Purchasing Supervisor

JFP/BMB

**I want to extend the current contract, PD01-02.6, Property Liability,
Workers Compensation and Statutory Death Benefits Insurance Contract,
for an additional (12) month period, under the same terms and conditions.**

Yes No _____

Signature _____ Date _____

Escambia County, Florida

PURCHASE ORDER

PAGE 1
 PO # 241010
 VENDOR 232613

PHONE : (850) 595-4980
 FAX : (850) 595-4805
 REQ. NO. : 24001085
 VENDOR

PURCHASE ORDER DATE 12/22/03
 REQUIRED DATE 12/18/03
 APPROVED DATE **N/A**

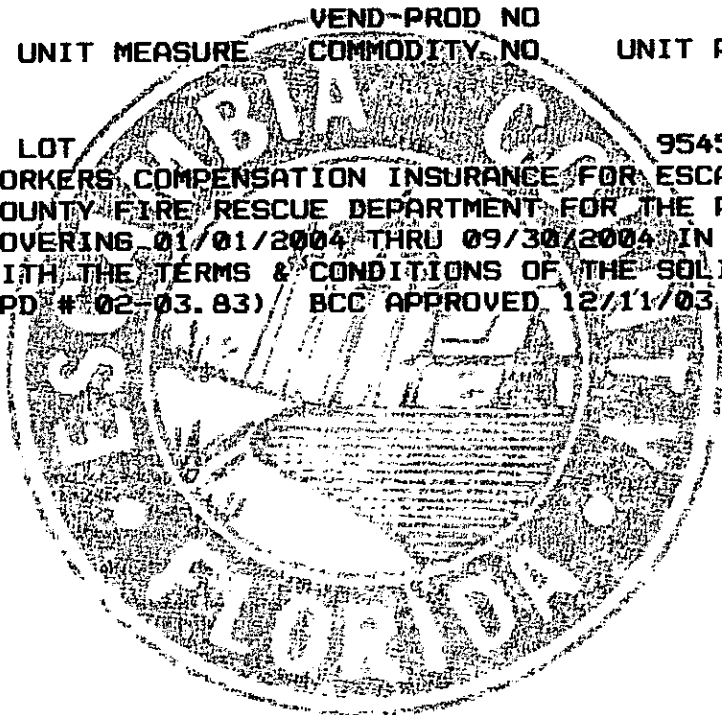
WHITMAN & WHITMAN INC
 139 E BURGESS RD
 PENSACOLA FL 32503

SHIP TO
 FIRE SERVICES
 2257 BAYLEN STREET
 PENSACOLA, FL 32501

BUYER BESSIE M. BRADSHAW. CPPB
 CONTACT *Bmb*
 TERMS NET 30 DAYS

BLANKET NO CONFIRMING NO
 PHONE #
 FREIGHT DESTINATION

ITEM	QUANTITY	UNIT MEASURE	VEND-PROD NO COMMODITY NO	UNIT PRICE	EXTENDED PRICE
1	1.00	LOT	95459.00 WORKERS COMPENSATION INSURANCE FOR ESCAMBIA COUNTY FIRE RESCUE DEPARTMENT FOR THE PERIOD COVERING 01/01/2004 THRU 09/30/2004 IN ACCORDANCE WITH THE TERMS & CONDITIONS OF THE SOLICITATION (PD # 02-03.83) BCC APPROVED 12/11/03	95,459.00	95,459.00



INVOICE IN DUPLICATE TO:
 CLERK OF THE CIRCUIT COURT
 223 PALAFOX PLACE, ROOM 204
 PENSACOLA, FL 32501
 (850) 595-4841

SUBTOTAL 95,459.00
 FREIGHT 0.00
 TAX 0.00
 PURCHASE ORDER TOTAL 95,459.00

COST CENTER 330202
 TOTAL PURCHASE ORDER

OBJECT CODE 54501

PROJECT

PROJ ACCT

95,459.00
 95,459.00

Sony Jones

From: "John Sims" <john_sims@co.escambia.fl.us>

12/22/2003 2:59 PM

Subject: PO for Workers Comp

To: "Moorer Bessie" <bessie_moorer@co.escambia.fl.us>

CC: "Rucker Imogene" <imogene_rucker@co.escambia.fl.us>

Bessie, We are in need of the PO to Whitman & Whitman for the Workers Comp. I hate to put a rush on it but we have to have the premium in by the 31st. Thanks, John

**SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:**

Joseph F. Pillitary, Jr., CPPO, CPPB
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 230
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

**Request for Proposal
Workers Compensation Insurance
SOLICITATION NUMBER: PD 02-03. 83**

SOLICITATION

MAILING DATE: Monday, September 22, 2003

PRE-BID/PROPOSAL CONFERENCE

OFFERS WILL BE RECEIVED UNTIL: 1:00 pm, Tuesday, October 21, 2003 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-2044564

TERMS OF PAYMENT:

see attached proposals

DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Whitman & Whitman, Inc.

REASON FOR NO OFFER:

ADDRESS: 139 E. Burgess Rd.

CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO.: (850) 477-8060

BID BOND ATTACHED \$

TOLL FREE NO.: (800) 293-8060

FAX NO.: (850) 474-0378

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Linda B. Whitman, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Linda B. Whitman
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

CONTRACTOR

Name and Title of Signer (Type or Print)

Linda B. Whitman

Name of Contractor

Whitman & Whitman, Inc

By *Linda B. Whitman* 12-15-03
Signature of Person Authorized to Sign Date

ATTEST *[Signature]* 12-15-03
Corporate Secretary Date

ATTEST *Kimberly D. Doster* 12-15-03
Witness Date

ATTEST *Peggy Boissac* 12-15-03
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

George Touart

By *George Touart* 12/23/03
County Administrator Date

WITNESS *Carol Quincy* 12-23-03
Date

WITNESS *Michelle Boston* 12/23/03
Date

Awarded Date December 11, 2003

Effective Date January 1, 2004

**SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:**

Joseph F. Pillitary, Jr., CPPO, CPPB
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 230
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

**Request for Proposal
Workers Compensation Insurance
SOLICITATION NUMBER: PD 02-03. 83**

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MAILING DATE: Monday, September 22, 2003

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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
59-2044564

TERMS OF PAYMENT:
see attached proposals

DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Whitman & Whitman, Inc.
ADDRESS: 139 E. Burgess Rd.
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 477-8060
TOLL FREE NO.: (800) 293-8060
FAX NO.: (850) 474-0378

REASON FOR NO OFFER:

BID BOND ATTACHED \$

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Linda B. Whitman, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Linda B. Whitman
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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CONTRACTOR

Name and Title of Signer (Type or Print)
Linda B. Whitman

Name of Contractor
Whitman & Whitman, Inc

By *Linda B. Whitman* 12-15-03
Signature of Person Authorized to Sign Date

ATTEST *[Signature]* 12-15-03
Corporate Secretary Date

ATTEST *Kimberly d. Doster* 12-15-03
Witness Date

ATTEST *Perry Boisseau* 12-15-03
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)
George Touart

By *George Touart* 12/23/03
County Administrator Date

WITNESS *Carol Quinly* 12-23-03
Date

WITNESS *Michelle Houston* 12/23/03
Date

Awarded Date December 11, 2003

Effective Date January 1, 2004

**SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:**

Joseph F. Pillitary, Jr., CPPO, CPPB
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 230
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

**Request for Proposal
Workers Compensation Insurance
SOLICITATION NUMBER: PD 02-03. 83**

SOLICITATION

MAILING DATE: Monday, September 22, 2003
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59-2044564
DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

TERMS OF PAYMENT:
see attached proposals

VENDOR NAME: Whitman & Whitman, Inc.
ADDRESS: 139 E. Burgess Rd.
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 477-8060
TOLL FREE NO.: (800) 293-8060
FAX NO.: (850) 474-0378

REASON FOR NO OFFER:

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

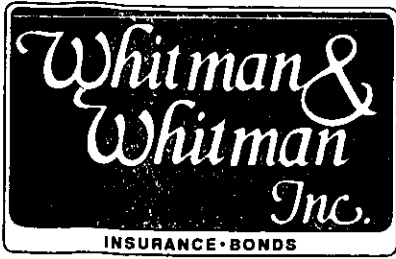
Linda B. Whitman, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)
Linda B. Whitman
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

CONTRACTOR
Name and Title of Signer (Type or Print)
LINDA B. Whitman
Name of Contractor
Whitman & Whitman, Inc
By Linda B. Whitman 12-15-03
Signature of Person Authorized to Sign Date
ATTEST George Touart 12-15-03
Corporate Secretary Date
ATTEST Kimberly D. Boston 12-15-03
Witness Date
ATTEST Reggie Dossin 12-15-03
Witness Date

ESCAMBIA COUNTY FLORIDA
Name and Title of Signer (Type or Print)
George Touart
By George Touart 12/23/03
County Administrator Date
WITNESS Chris King 10/23/03
Date
WITNESS Michelle Boston 12/23/03
Date
Awarded Date December 11, 2003
Effective Date January 1, 2004



December 16, 2003

Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Manager
Board of County Commissioners
Office of Purchasing
213 Palafox Place 2nd Floor
Box 1591
Pensacola, FL 32597-1591

Re: Certification of Award for Workers Compensation Insurance
PD 02-03.83

Dear Mr. Pillitary:

The original executed agreements for the award of Workers Compensation Insurance are enclosed. We appreciate the opportunity to continue to provide this valuable coverage for the Escambia County Fire Rescue Department.

Sincerely,

Linda B. Whitman, President
Whitman & Whitman, Inc.



RECEIVED

03 DEC 18 PM 3:38

ESCAMBIA COUNTY
PURCHASING DEPARTMENT.

Florida Department of State, Division of Corporations

www.sunbiz.org **Public Inquiry**

Florida Profit

WHITMAN & WHITMAN, INC.

PRINCIPAL ADDRESS

139 E BURGESS RD
PENSACOLA FL 32503
Changed 04/02/1982

MAILING ADDRESS

139 E BURGESS RD
PENSACOLA FL 32503
Changed 04/02/1982

Document Number F15408	FEI Number 592044564	Date Filed 01/20/1981
State FL	Status ACTIVE	Effective Date NONE

Registered Agent

Name & Address
WHITMAN, LINDA B 139 E BURGESS RD PENSACOLA FL 32503
Name Changed: 08/19/1998
Address Changed: 08/19/1998

Officer/Director Detail

Name & Address	Title
WHITMAN, LINDA B 7405 KLONDIKE RD PENSACOLA FL 32526	P

Annual Reports

Report Year	Filed Date
2001	03/12/2001
2002	04/02/2002
2003	03/11/2003

[Previous Filing](#)[Return to List](#)[Next Filing](#)

No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

03/11/2003 -- ANN REP/UNIFORM BUS REP
04/02/2002 -- COR - ANN REP/UNIFORM BUS REP
03/12/2001 -- ANN REP/UNIFORM BUS REP
01/25/2000 -- ANN REP/UNIFORM BUS REP
03/22/1999 -- ANNUAL REPORT
08/19/1998 -- ANNUAL REPORT
04/23/1997 -- ANNUAL REPORT
07/10/1996 -- 1996 ANNUAL REPORT

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)[Corporations Help](#)

Purchasing Agent Review _____
 Purchasing Supervisor Review _____
 Asst. Purchasing Mgr. Review _____
 Purchasing Mgr. Review _____

CHECKLIST FOR PRE-AWARD/POST-AWARD COMPLIANCE
INSERT THIS FORM AT TAB 2 OF THE CONTRACT FILE

NOTE: PROCESS THIS FORM IMMEDIATELY AS EVENTS OCCUR

PRE-AWARD:

UPON BID/PROPOSAL OPENING AND IDENTIFICATION OF APPARENT LOW BIDDER/PROPOSER

1. PD # 02-03.83 2. Project Name Workers Compensation Insurance
3. IFB RFP Other 4. Purchasing Agent Bessie Moorers-Bradshaw
5. **Bid Bonds:**
 Verified as correct % or correct dollar amount: Yes/No/NA NA
 Original Copy in Purchasing Department file: Yes/No/NA NA
6. Certificate of Authority To Do Business, Division of Corporations: Yes/No/NA# _____
7. Review current State of Florida "Convicted Vendors List" and State Purchasing "Suspended Vendor List"
 Vendor not listed _____ Vendors listed _____
8. Licenses – Department of Business and Professional Regulation (DBPR): Yes/No/NA
 a) License(s) required in Solicitation: Yes/No/NA _____
 b) Occupational License(s): Yes/No/NA _____
 c) Review of the apparent low bidders submitted License(s) by the Escambia County Building
 Inspections Department, Contractor Licensing Division: YES NO NA
 • Results of their review: Compliant _____ Not Compliant _____
 • Comments/Corrective Actions: _____
9. **Process and attach completed form memo OF0125 "Contractor License/Complaint History Review"**
 Recommendation prepared by Office of Purchasing: Yes/No/Other _____
10. CAR Deadline Date: 12-2-03 CAR Date: 12-11-03
11. Date of Recommendation to Award to CAR: 12/1/03 Client Dept. Signature: Yes/No/NA _____

WEB PAGE POSTING:

	<u>Date Forwarded</u>	<u>Date Posted</u>	<u>Initials</u>
Tabulation Sheet with Recommendation	<u>12/1/03</u>	_____	_____
Cancel Solicitation	_____	_____	_____
(Other Web Page Postings as Applicable)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date Recommendation forwarded to County Administrator=s Office for signature 12/1/03
 [Attach Tab Sheet]
 Date Recommendation e-mailed to County Administrator=s Office 12/1/03

12. Copy of Recommendation to Purchasing Manager. Yes/No/NA
 [Place a copy w/attachments, i.e., Tab Sheet, Determination for Award Checklist, backup, etc. in Purchasing Manager=s recommendation binder.]
13. BCC Meeting Date: 12/11/03 Effective Date of Contract 1-1-03

NOTE: When preparing Agreement, always check Tab 3 to see if there were any Addenda that might reflect a change to be made to Agreement.

14. Contractor Whitman & Whitman Contact Name Linda B. Whitman
 Address 139 Burgess Rd, Pensacola 32503
 Telephone 477-8060 Fax Number 474-0378
15. Department Contract Manager/Administrator Robert Johnson, Rick Met
 Contact Name Michelle Phone # 595-7765 Fax # 595-4772

Purchasing Agent Review _____
 Purchasing Supervisor Review _____
 Asst. Purchasing Mgr. Review _____
 Purchasing Mgr. Review _____

POST AWARD:

NOTE: Be sure to return sureties to unsuccessful bidders after award; keep successful bidder=s sureties until fully compliant; keep all Bid Bonds in the file (Do Not Return), in accordance with Operations Manual Procedure OM-265.

1. **Certification of Award:**

Office of Purchasing will issue a **Certification of Award** on all newly awarded contracts and contract extensions for the awarded Contractor to obtain the necessary post-award compliance items, such as bonds, insurance, and two (2) copies of the contract for execution (see note on item 6 **Contract Information**). The office assistant will forward a copy of the Certificate of Award, without the attachments to the County Administrator=s Office and the Department Contract Administrator.

	<u>Date Forwarded</u>	<u>Date Posted</u>	<u>O.A. Initials</u>
Web Page Posting:			
Awarded Solicitation	<u>12-11-03</u>	<u>12-12-03</u>	<u>JLR</u>
Cancelled Solicitation	_____	_____	_____
(Other Web Page Postings as Applicable)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Agreement forwarded to County Attorney=s Office for revisions: Yes/No/**NA**
 Date: _____
 Final draft received by County Attorney=s Office:
 Date _____

3. **Performance Bonds/Labor and Material Payment Bonds:**
 Required: Yes/No/**NA**
 Date bonds were recorded by contractor: _____
 Original received in the Office of Purchasing: Yes/No
 Comments & Follow-up

4. **Insurance Certificates:**
(Receipt and review in accordance with Policy and Procedure PP185, Section VII)
 Certificate shall show: Escambia County, Florida as certificate holder, and, additional insured status on all liability policies except workers= compensation and professional.
 Date Insurance Certificate received by Purchasing for review: NA
 Date approved: _____
 Comments & Follow-up: _____

5. **Federal Forms:**
 Date Randy Wilkerson (458-0466) verified as complete:

6. **Contract Information:** Yes
 Purchase Order # _____ /Date: _____ (Required with all Contracts) _____
 Short Form Contract: _____
 Cover Sheet Contract _____
 Other _____
 Standard County Contract: _____
 Form A B C D (circle one) _____
 AIA Document A107-1997 abbreviated form of Agreement between Owner and Contractor. _____
 Award amount agrees with Contract amount _____
 All blanks filled in on Contract and Contractor has signed _____

NOTE: Prepare standard form letter #6, when appropriate, with the following attachments:

1. Sample Certificate of Insurance
2. Performance and Payment Bond information
3. Two (2) copies of the contract for execution

7. (Date of Authorization to Contract Manager/Administrator to Issue the Notice To Proceed NTP): _____

8. Date Purchasing distributed Contract documentation: 12-30-03

Distribution of Contracts:

- (1) Forward two (2) original sets to County Administrators Office for him to execute together with the Purchase Order if the amount is \$50,000 or more. Forward the BCC resume or the agenda noting voting record with the contract highlighting the AWARD information.
- (2) County Administrators Office will return the two (2) executed originals and the Purchase Order to the Office of Purchasing for distribution.

WEB PAGE POSTING (N/A)	DATE FORWARDED	DATE POSTED	O.A. INITIALS
Continuing Contract	<u>12-30-03</u>	<u>12-30-03</u>	<u>LLB</u>
(3) The Office of Purchasing will distribute the two (2) executed original contracts as follows:			
a. Contractor - with a cover letter and the blue & white vendor copies of the Purchase Order. Include copy of Performance and Payment Bonds, Letter 25, Vendors/Suppliers Survey of County Performance with appropriate blank checked and a Form F0195, Vendors/Suppliers Survey Form.			
b. Deputy Clerks Office - with a cover memo, the original solicitation document, addenda (if any), drawings (if any) & BCC approval page.			
(4) The Office of Purchasing will distribute the four (4) copies of the executed contracts as follows:			
a. County Administrators office - with a copy of the memo going to the department regarding issuance of the Notice to Proceed and BCC resume page.			
b. Department Contract Administrator - a full copy of the complete contract with a cover memo certifying compliance and authorizing them to issue the Notice to Proceed, the original solicitation document, addenda, if any, and the gold & white dept. copies of the Purchase Order.			
c. Accounts Payable - with cover memo and pink copy of the Purchase Order.			
d. Contract file - with copies of the cover letter to the vendor, memos and Purchase Order.			

Note: Cover Sheet Contracts shall indicate the Contract Number (Specification Number) date The Board approved plus the effective date; i.e., Awarded June 24, 1997, Effective June 24, 1997.

Note: Contract administration issues requiring BCC action, such as Recommendations for Amendments, Change Orders, Termination, Assignments, etc. are prepared and placed on the agenda by client departments. Purchasing will assist as requested and will handle all contract administration issues for Purchasing driven contracts.

Purchasing Agent Review _____
 Purchasing Supervisor Review _____
 Asst. Purchasing Mgr. Review _____
 Purchasing Mgr. Review _____

CHECKLIST FOR AMENDMENTS TO CONTRACTS

Amendments to the Contract:

a.) Date(s) _____ conducted discussions with the Contractor and made a
 (Department Name)
 recommendation for Amendment(s) to the Contract: _____

b.) Recommendation prepared by: _____
 (Name)

Agrees with minutes _____
 Yes or No

c.) Date County Attorney=s Office requested to draft the Amendment for review and
 execution: _____

[Include the BCC resume highlighting the AWARD information.]

Date(s) of subsequent follow-up(s): _____, _____, _____

d.) Date Amendment returned from the County Attorney=s Office for execution by the parties:

e.) Date all changes, if any, have been incorporated and Amendment has been forwarded to the
 Contractor for their review and execution: _____

f.) Date scheduled for County Administrator=s Report:

g.) Date scheduled for award and execution by the BCC Chair: _____

h.) Date scheduled as Agenda Add-On for award & Execution by BCC Chair: _____

WEB PAGE POSTING - YES/NO/NA	<u>DATE FORWARDED</u>	<u>DATE POSTED</u>	<u>O.A.</u> <u>INITIALS</u>
_____	_____	_____	_____

i.) Date Purchasing distributed Amendment documentation:

1. The two (2) executed original documents as follows:
 - a. Contractor with cover letter.
 - b. Deputy Clerk=s Office with cover letter and copy of BCC action.
2. The four (4) copies of the executed documents as follows:
 - a. County Administrator=s Office with memo and copy of BCC action.
 - b. Department Contract Administrator with cover memo.
 - c. Accounts Payable with cover memo.
 - d. Contract File with copies of all cover letters/memos to the distributed parties.

NOTE: REPRODUCE THIS PAGE AS NEEDED FOR EACH AMENDMENT