

**PUBLIC NOTICE**  
**AGENDA**  
**"SPECIAL" PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
 Friday, September 28, 2018, 11:30 a.m.  
 Eighth Floor, Conference Room 851  
 Ed Ball Building, 214 N. Hogan Street  
 Jacksonville, FL 32202

Committee Members: Gregory Pease, Chairman  
 Patrick Greive, Treasury  
 Jeff Close, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTR EXP	OUTCOME
Ann Willis Twane Duckworth	P-43-18	<b>Fee &amp; Contract Negotiations Casualty Insurance Broker Services</b> Finance and Administration Department/Risk Management Division	That the City of Jacksonville enter into a contract with Brown and Brown of Florida, Inc., for the provision of Casualty Insurance Broker Services by (i) incorporating the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; (ii) providing a period of service from October 1, 2018 through September 30, 2019 with four (4) one-year renewal options available at terms mutually agreeable; and (iii) providing a not-to-exceed maximum indebtedness of \$1,254,488.00. All other terms and conditions are per the RFP and the City's standard contract language.		
Tom Ossi Debra Doran	P-52-15 PP#1	<b>Contract Amendment No. 1 Tax Collector and Distribution System- Annual Software Maintenance</b> Tax Collector's Office/Information Technologies Division	That Contract No. 8094 between the City of Jacksonville and Manatron, Inc., for the Tax Collector and Distribution System Annual Software Maintenance be amended to extend the period of Service from October 1, 2018 through October 30, 2018. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
Patrick Greive Randall Barnes	N/A	<b>Financial Services Informational Update</b> Finance and Administration Department/Treasury Division	Informational Update - The Treasury Division hereby notifies PSEC in accordance with Section 126.313 of the purchasing code and the related Treasury and Pension procurement procedures, that it has agreed to a 3-month contract extension with Fiduciary First, DC Plan investment consultant.		

MEETING ADJOURNED:

cc: Council Auditor  
 Subcommittee Members



ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Division of Insurance and Risk Management  
117 West Duval Street  
Suite 335  
Jacksonville, FL 32202  
(904) 630-7521  
[www.coj.net](http://www.coj.net)

## MEMORANDUM

**TO:** Greg Pease, PSEC Chairman

**FROM:** Twane Duckworth, Chief of Risk Management 

**SUBJECT:** Contract/Fee Negotiations P43-18

**DATE:** September 27, 2018

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Risk Management issued RFP P43-18 for Casualty Insurance Broker Services Casual and selected Brown and Brown, Inc. of Florida ("Brown & Brown") as the most qualified bidder. Accordingly, Risk Management proceeded to obtain permission from PSEC to enter into contract and fee negotiations with Brown & Brown.

The negotiations conducted with Brown and Brown resulted in us agreeing upon the terms to place liability coverages for the City of Jacksonville at their proposed GTACP of 9% per their RFP response (attached) for a one year term having an effective date of October 1, 2018 to September 30, 2019 with four one-year renewal options and a not-to-exceed amount of \$1,254,488.00 (One Million Two Hundred Fifty Four Thousand Four Hundred Eighty Eight Dollars and No cents) and according to the terms attached.

As negotiations have been successful, we now request permission to enter into a formal contract.

Respectfully,

1. *Provide consultation and recommendations to the City on exposures, existing coverage, and the desire and/or feasibility of potential changes to program.*

Agree. These services are provided in our primary service objectives and methodology is addressed throughout this response.

2. *Consult with the City to formulate a marketing strategy that focuses on delivering a cost-effective Excess Workers' Compensation and General Liability risk management program. Suggest alternative risk financing vehicles to reduce total cost of risk.*

Agree. These services are provided in our primary service objectives.

We would first analyze the current program and historical losses to determining the best approach to reducing retentions or rates within the program. The current carriers, NY MAGIC and BRIT, are solid companies for this type of risk but the program must be evaluated to make certain the City is receiving the best program design for today's exposure.

3. *Summarize the results of the marketing strategy developed with the City and communicate program recommendations.*

Agree. Marketing strategy and results of any annual renewal processes are formally presented in a standard proposal format. Unique presentations are discussed and delivered to our Risk Management clients. A basic summary of a recent client-approved casualty marketing strategy is below:


### **2018 Marketing Strategy & Results**

- Full market accessed for Property Coverages
- Discussion Regarding Active Shooter/Crisis Response – Insurance quotation not desired
- Review Parametric Insurance
- Approached Professional coverages/markets (Public Officials, Employment Practices)
- Approach select Excess Liability and Workers' Compensation insurers
  - Flat renewal secured by incumbent, ABC Company
  - Competitive Quote received by XYZ Company
  - Self-Insured Retention (SIR) Options Analysis
  - Large Losses Review
  - Self-Insured Retention Analysis
- Public Officials/Employment Practices Liability Coverage Options Analysis

EXHIBIT 'A'

4. Design specifications and create a submission for underwriter review for Excess Workers' Compensation, Excess General Liability Insurance and Miscellaneous Liabilities as defined by the City and obtain Risk Management's approval on marketing submission and markets being approached.

Agree. A basic summary of a recent submission document sent to one of our current clients 90 days prior to renewal is:



**PRIA**  
PUBLIC RISK INSURANCE AGENCY

CITY OF ABC

**Underwriting Executive Summary – Excess Casualty Insurance**  
**Coverages Effective ab/cd/2018 – ab/cd/2019**  
**As of July 30, 2018**

Brown & Brown is currently contracted with the City of XYZ for Insurance Brokerage Services relating to all lines of Property and Casualty Insurance. This Summary concerns Excess General Liability, Employee Benefits, Law Enforcement, Public Officials and Employment Practices Liability, Excess Workers Compensation, and Automobile Physical Damage.

**COVERAGE OVERVIEW:**  
 The Excess Casualty Package policy was initially underwritten by Brit/Underwriters at Lloyd's in 2009. Coverage has been renewed consecutively since then and is under current cover to expire ab/cd/2018. Primary Automobile Physical Damage Coverage for high-value vehicles was added the Brit Package in 2014. See below summary of the current coverage provided:

Limits/Coverage	Self Insured Retention
Brit/Lloyds	
\$5,000,000 - General Liability (including Sexual Harassment & Abuse)	\$500,000 - General Liability
\$5,000,000 - Automobile Liability	\$500,000 - Automobile Liability
\$900,000 - Automobile Physical Damage (ACV)	\$100,000 - Automobile Physical Damage
\$250,000 - Excess WC & Employer's Liability (Buffer)	\$750,000 - Excess Workers' Compensation & Employer's Liability

The Statutory Excess Workers Compensation via New York Marine & General Insurance Company has been consecutively renewed since 2009 and is under current cover to expire 10/26/2018. This policy attaches at \$1,000,000 retention, excess of the \$250,000 limit excess of \$750,000 SIR buffer layer provided by BRIT.

Limits/Coverage	Self Insured Retention
New York Marine & General	
Statutory - Workers Compensation	\$1,000,000 Retention
\$2,000,000 - Employer's Liability	

**CITY PROFILE:**  
 The City of ABC's website is very informative: <http://www.abccitytd.com>. A snapshot of the City is below:

Population:	750,000
Land Area:	50 square miles
Payroll:	\$500,000,000
Employees:	7,500
General Fund:	\$750,000,000
WC Manual:	\$15,000,000
Vehicles:	7,500

EXHIBIT 'A'

- Market the coverage, analyze the coverage terms and provide other services, when instructed to do so by the City, including assisting the City in the completion of all applications, documents and gathering necessary data.

Agree. This is included in our standard service offering.

- Attend reasonably noticed meetings related to the insurance with City staff and other parties, as requested.

Agree. This is included in our standard service offering.

- Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the City and verify the reasonableness of the price for the coverage provided. Review and analyze the coverage forms for inclusion and exclusion language and conditions.

Agree. This is included in our standard service offering. We will spreadsheet any optional coverages and provide claims analysis and side by side coverage analysis. Below is a basic specimen quote comparison presentation:

**CITY OF SUPERIOR**  
**PROPERTY QUOTE COMPARISON**  
 To Be Effective 3/1/2017-18

Important Terms	RECOMMENDED Renewal			
	Expiring Starr Tech - Ace American 3/1/2016-3/1/2017 Terms	- Option I Incumbent Renewal 3/1/2017-3/1/18 Terms	Option II XYZ RRG	Option III MISC SPECIAL PROGRAM
<b>PROPERTY</b>	3 year policy subject to annual review and acceptance 2016-17 Annual Policy Terms Below	3 year policy subject to annual review and acceptance 2017-18 Annual Policy Terms Below	Pooling Arrangement (shared limits) Indication same as Quoted in 2015-16 Cannot significantly improve terms	Same insurer as General Liability Indication same as Quoted in 2015-16 Cannot significantly improve terms
Premium at inception	\$ 1,225,639	\$ 1,203,126	\$ 1,280,000	\$ 1,238,000
Estimated Surcharges (including TRIA)	\$ 4	\$ 4	Included	\$ 7,185
Policy Engineering Fee	\$ 4,900	\$ 4,900	Not Available	TBD
Total Annualized Cost	\$ 1,234,370	\$ 1,211,833	\$ 1,280,000	\$ 1,248,185
COST Difference from Expiring/Renewal	\$ (21,558) -1.72%	\$ (22,537) -1.83%	\$ 45,830	\$ (9,763)
<b>Property Deductibles</b>				
"All Other Perils"	\$ 50,000	\$ 50,000	\$ 25,000	\$ 50,000
Inland Marine	Contractor's Equipment \$25,000	Contractor's Equipment \$25,000	\$ 25,000	\$ 5,000
Named Windstorm or Wind/Hail	Named Windstorm 3% TV of the units of insurance damaged, \$100,000 per Occurrence Minimum	Named Windstorm 3% TV of the units of insurance damaged, \$100,000 per Occurrence Minimum	Named Windstorm 3% TV Per Item Damaged \$35,000 Per Occurrence Minimum	Wind/Hail \$500,000 at LOCATION A, \$250,000 at LOCATION B, \$50,000 All other Locations per Occurrence
Flood in 100 year Zone (n/a)	3% TV of the units of insurance damaged, \$100,000 Per Occurrence Minimum	3% TV of the units of insurance damaged, \$100,000 Per Occurrence Minimum	\$ 25,000	\$ 150,000
Flood (non A and V zones)	\$ 50,000	\$ 50,000	\$ 25,000	\$ 150,000
BI, EE, Off Premises Power	120 Hours	120 Hours	Included in PFD Deductibles	Included
<b>Important Coverage Limits</b>				
Building & Contents	\$ 110,678,478	\$ 110,678,478	\$ 108,129,478	\$ 104,213,953
Reservoir #2 (\$5,300,000)	Included	Included	Included	Not included in TIV but may cover certain equipment
Business Income	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Extra Expense	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Single - Aggregate	\$ 13,000,000	\$ 13,000,000	Not limited - included in All other perils	N/A

**EXHIBIT 'A'**

# Statement of Qualifications

We encourage participation by the City's Financial Management team due to the loss funding needs of a large self-insured program such as the largest City in America.

We will evaluate risk transfer methods (insurance, avoidance, contractual transfer, etc.), contractual indemnification and alternative risk financing. Below is a template of a basic retention analysis utilized in a Cost of Risk review:

XYZ CLIENT 10-YEAR CLAIMS ANALYSIS					
(Losses over \$500,000 total incurred in the past 10 years)					
ACCIDENT DATE	TOTAL INCURRED	CLAIMANT NAME	CLAIM STATUS	DESCRIPTION	
2008	\$558,542	Mr. Jones, Sr.	OPEN	Detail Description	
2010	\$542,493	Mrs. Jones	OPEN	Detail Description	
2013	\$789,170	Mr. Jones, Jr.	OPEN	Detail Description	
EXPIRING \$750,000 SIR & PREMIUM					
CLAIMS PAYMENTS					
YEAR	TOTAL INCURRED	Self-Insured	Insurance Pays	ANNUAL PREMIUM	TOTAL COST OF RISK
2004-2005	1,281,504	1,281,504	0	250,000	1,531,504
2005-2006	2,324,440	2,324,440	0	250,000	2,574,440
2006-2007	2,122,609	2,122,609	0	250,000	2,372,609
2007-2008	1,595,139	1,595,139	0	250,000	1,845,139
2008-2009	3,540,482	3,501,312	39,170	250,000	3,751,312
2009-2010	1,611,807	1,611,807	0	250,000	1,861,807
2010-2011	2,418,043	2,418,043	0	250,000	2,668,043
2011-2012	1,266,775	1,266,775	0	250,000	1,516,775
2012-2013	1,164,270	1,164,270	0	250,000	1,414,270
2013-2014	1,005,721	1,005,721	0	250,000	1,255,721
	<b>18,330,790</b>	<b>18,291,620</b>	<b>39,170</b>	<b>2,500,000</b>	<b>20,791,620</b>
OPTION \$650,000 SIR & PREMIUM					
CLAIMS PAYMENTS					
YEAR	TOTAL INCURRED	Self-Insured	Insurance Pays	ANNUAL PREMIUM	TOTAL COST OF RISK
2004-2005	1,281,504	1,281,504	0	300,000	1,581,504
2005-2006	2,324,440	2,324,440	0	300,000	2,624,440
2006-2007	2,122,609	2,122,609	0	300,000	2,422,609
2007-2008	1,595,139	1,595,139	0	300,000	1,895,139
2008-2009	3,540,482	3,401,312	139,170	300,000	3,701,312
2009-2010	1,611,807	1,611,807	0	300,000	1,911,807
2010-2011	2,418,043	2,418,043	0	300,000	2,718,043
2011-2012	1,266,775	1,266,775	0	300,000	1,566,775
2012-2013	1,164,270	1,164,270	0	300,000	1,464,270
2013-2014	1,005,721	1,005,721	0	300,000	1,305,721
	<b>18,330,790</b>	<b>18,191,620</b>	<b>139,170</b>	<b>3,000,000</b>	<b>21,191,620</b>

## EXHIBIT 'A'



8. *Provide the City with a summary of various insurance program options, including but not limited to, limits, coverage, retention levels, terms, conditions, premiums, and payment options.*

Understood and agreed. Results of the marketing process are communicated within our **Insurance Renewal Proposal** presentation. The written Proposal will be presented with explanation of all analysis, recommendations, terms and conditions including but not limited to:

- Overview/Executive Summary
- Market Summary (insurer quotes and declinations)
- Coverage Comparison
- Expiring vs. Renewal Premium Comparison
- Applicable Loss & Retention Analysis
- Summary of terms, conditions and exclusion highlights, and specimen forms
- Stewardship Report
- Wholesale Broker or other intermediary involvement
- Commission / Remuneration Disclosures

9. *Make recommendations to the City of the most advantageous insurance program providing the highest level of coverage at the best possible price to meet the City's needs and objectives.*

Agree. This is included in our standard service offering. See exhibits above.

10. *Provide analysis and recommendations as to the most cost-effective means for addressing the City's Excess Workers' Compensation and Excess General Liability exposures.*

Agree. Our first step would be to interview the City to determine exposures, risk appetite and to determine if any new exposures are contemplated in the coming year. This specific feedback, is needed here to appropriately comment on the current program structure for the City of Jacksonville in this response. The types of analysis described herein are utilized to determine cost-effectiveness.

The insurance expense is approximately \$1,500,000. The City's Self-Insured exposure is potentially \$23,500,000 and increasing annually. Based on identification of the City's major financial risk, some initial questions would include:

- Effective use of RMIS system and availability of reports to produce consistent claims trend analyses.
- Perspective Internal funding of tail liabilities (estimated exposure over \$100M).
- Perspective of increased exposure/funding of future Liabilities over the next 5 years (anticipated increase of 17%)
- Risk Identification and analysis of emerging casualty risk exposures for which insurance products are available vs. self-insured exposure, including:
  - Cyber Liability,
  - Active Shooter,
  - Other types of Crisis Management

11. *The successful Responder shall become Agent of Record and represent the City in all negotiations with insurers, underwriters and other parties with regard to the insurance program including negotiate the placement of the City's Excess Workers' Compensation and Excess General Liability Insurance coverage, and Miscellaneous Liability Insurance policies.*

In the event that it is determined the City's coverage is best placed with the current insurance companies, we have the ability to take over these programs as the City's Agent of Record. We are also prepared to immediately begin negotiations with these markets as well as solicit alternative programs, if necessary.

**Market Access and Negotiations** – B&B's team has the ability to access, identify and effectively negotiate with the entire insurance and reinsurance marketplace. Brown & Brown's market volume and national public entity practice, coupled with our team's relationships and technical coverage knowledge make an excellent platform for identifying both traditional and up and coming market relationships in which to represent our clients.

Our organization is part of a national group of offices focusing on public entity insurance in Florida and thirty-nine other states. We have access to and enjoy excellent relationships with all major public entity insurance companies. Our tenure in the Property & Casualty public entity insurance business and large volume of business afford us the ability to represent our clients to a broader market base giving them more competitive options.

Our premium volumes with major insurers give us favored status to negotiate on your behalf. **We currently place business with the Excess Casualty and Excess Workers' Compensation insurers underwriting the City's program.**

Ten of our larger premium-volume partners are:

CARRIER	PREMIUM VOLUME	CARRIER	PREMIUM VOLUME
Lloyds	\$604,108,742	AIG	\$340,195,286
Zurich Insurance Group	\$437,626,159	QBE Insurance Group	\$308,444,063
Liberty Mutual	\$378,591,871	Berkshire Hathaway	\$288,875,100
Everest Re Group	\$365,571,584	Markel	\$252,701,936
Chubb	\$348,885,550	Munich Re	\$249,501,878
Travelers	\$343,178,111		

EXHIBIT 'A'



Casualty markets to be accessed include (but are not limited to):

CARRIER	CARRIER	CARRIER
AIG	Colony	NY Marine & General Ins
Allianz	Darwin	Old Republic
Allied World Assurance	Employers Re	<i>Preferred*</i>
AmTrust	Euclid/Scottsdale	QBE
Argonaut/Argo	Fairfax	Safety National/Tokio Marine
Arch	Hartford	Selective
Aspen	Hiscox / State National	Travelers / Discover RE
Berkshire Hathaway	Liberty Mutual	XL/Catlin
Brit / Lloyds	Midwest Employers	Zurich
Chubb	Midlands	
CNA	Munich Re	

**\*Preferred Governmental Insurance Trust (*Preferred*)** – Brown & Brown/PRIA has a special relationship with the City's current Property insurer, *Preferred*. In fact, although it is the second largest municipal insurance trust, very few of our competitors have access to this program. Brown & Brown/PRIA is the largest agent for *Preferred* and as a result, has unique negotiating power with the trust. Although *Preferred* may not be the best fit for the City's larger policies, they could be very effective in insuring unusual or partial risk exposures that may arise.

**Effective Negotiation with the Markets** – Underwriters' on-site visit with brokers and clients strengthens relationships between carriers and broker. Staff is invited to be included in these meetings if they are available to broaden the relationship to the entity.

While of a size that provides corporate governance, support resources, and access to the insurance marketplace, Brown & Brown's real strength is in the great flexibility it provides its agents at the local level. Each office is operated as an entrepreneurial entity, making it possible to respond rapidly to the needs of local customers, with local knowledge. This capacity also allows each office the flexibility to focus on niche markets to provide customers with targeted, customized risk management products and services. An example of this would be with the *Preferred* Governmental Insurance Trust.

**Renewal Proposal Presentation** – Brown & Brown provides a proposal explaining all the terms and conditions including but not limited to:

- Renewal Overview
- Market Summary (insurer quotes and declinations)
- Coverage Comparison
- Expiring vs. Renewal Premium Comparison
- Applicable Loss & Retention Analysis
- Summary of terms, conditions and exclusion highlights, specimen forms; and compensation disclosures.



# Statement of Qualifications

- Stewardship Report

We also agree to work with wholesale brokers based in Jacksonville as directed, specifically for the current Miscellaneous Liability policies.

12. From time to time it will be necessary for the City and Responder to meet in person. The Responder's travel expenses shall be the exclusive responsibility of the Responder.

Agree. We are available to attend any public or private meetings to provide support to the Risk Management Team and show progress of our efforts or provide advice on risk issues.

13. When instructed to do so by the City, administer the placement of coverage and provide original binders, policies and endorsements, as required in the timetable specified by the City.

Agree. If acceptable timetables are not already addressed in our Quality Control Standards, we agree to comply with any reasonable timetables requested by the City.

In addition to our standard of excellence, Brown & Brown maintains a corporate Quality Control function and requirements which mandates best practices such as the following:

- Phone calls returned same-day.
- Certificates of Insurance and endorsement requests processed within 24 hours.
- Policies are checked for accuracy and corrected as needed within 30 days of receipt.
- Policies delivered within 30 days as possible due to insurer constraints.
- Provide proof of Insurance in force at all times.

Each year we are required to complete an Insurance Coverage Review checklist. To the right is an example of our Insurance Coverage Review checklist.

PROPERTY	E	C	D	LIABILITY	E	C	D
Buildings				General Liability			
Business Personal Property				Automobile Liability			
Personal Property of Others				Employee Benefits Liability			
Ferrets (Exclusions & Impoundment)				Cross or Overseas Professional Liability			
Business Income/Rental Income				Cable Ties - Educators' Legal Liability			
Extra Expense				Cyber Liability (1 <sup>st</sup> Party)			
Insured's Intended				Cyber Liability (2 <sup>nd</sup> Party)			
Order & Mechanics (Equipment Breakdown)				Medical Property			
Building Contents or Law				Directors & Officers			
A. Loss to Underlying Portion of Building				Educators' Liability			
B. Detention Cost				Employment Related Practices Liability			
C. Increased Cost of Construction				Third Party Discrimination			
Garbage				Owners/Contractors Protective Liability			
Difference in Condition				Production Liability (1 <sup>st</sup> Party)			
Food (Beverage)				Production Liability (2 <sup>nd</sup> Party)			
Food (Beverage) - Retail				Product Liability - Product Recall			
Wine				Warranty for Bales of Lumber			
Off Premises Power Interruption				Watercraft Liability (Hull & P+I)			
Contracted Transportation Lines				Umbrella/Excess Liability			
Class				BOND/MARINE			
Package				Accounts Receivable			
				(Business Process)			
				Auto Damage			
				Computer/ERP			
				Contractors Equipment			
				Sign			
				Installation Power			
				Mobile Equipment			
				Marine/Aviation Equipment			
				Appl. Tech. Equip.			
				Transportation			
				Budget Risk / Course of Construction			
				Ocean Cargo			
				WORKERS COMPENSATION			
				Workers Compensation			
				Other States			
				USA Int'l			
				Jones Act			
				Stop Gap Liability			
				Excess Employers Liability			
				AIRPORT / AIRCRAFT			
				Aviation - Owner/Non-Owner			
				Aviation Premises Liability			
				MISCELLANEOUS			
				International Foreign Exposure			
				Kidnap & Ransom			
				Terror Accident			
				Credit Insurance			
				Malpractice			
				R.F.S.			
				Restroom			
				Subcontractor/Supplier			

EXHIBIT 'A'



# Statement of Qualifications

14. Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.

Agree. We will forward binders and policies to you as outlined in our timeline. Any discrepancies will be immediately addressed with the insurance carriers and outlined in our transmittal document to the City.

15. All binders and policies will be delivered in an organized electronic format and in a three ring binder. Delivery of binders and policies must include a letter outlining any discrepancies and pending amendments.

Agree. Binders and policies will be provided electronically and in a binder including a cover letter advising any discrepancies and pending endorsements.

16. Provide insurance coverage summaries/descriptions (schedule of insurance) and update as policies are renewed. Schedule of insurance shall include but not limited to policy period, carrier, policy number, limits, self-insured retention(s), deductibles (where applicable), premium, applicable surcharges and total cost.

Agree. A typical format is illustrated here, but we will modify it to suit the City's specific needs. It will be provided in an Excel spreadsheet format or any other format the City prefers.

Type of Coverage	Limits/Coverage	Deductible/Retention	Effective Date	Expiration Date	Premium at Renewal	Policy Number
Tenant/Owner Liability General Liability & Third Party Property Damage	Limit: \$1,000,000 per Occurrence Sublimits: \$1,000,000 - Products/Completed Operations Aggregate \$1,000,000 - Personal and Advertising Injury \$1,000,000 - Each Occurrence \$50,000 - Damage to Premises Rented to You \$1,000,000 - Third Party Property Damage	\$0 Deductible for Liability Coverages - except  \$1,000 Deductible for Property Damage	1/1/2019	1/1/2019	Per Event	GL27799-04 PPG1106-04
Airman Helicopter Liability Police Helicopter	\$10,000,000 - Single Limit BI & PD Including Passengers per Occurrence \$5,000 - Medical Expenses Each Person Including Crew \$2,700,000 - Hull Included: War/Terror \$450,000 - Additional Medical Equipment	\$0 Deductible for Liability Physical Damage \$15,000 - While the aircraft is in motion \$1,000 - While the aircraft is not in motion \$500	2/6/2017	2/6/2019	\$ 31,795 Two Annual renewals	AAC 011234732-000
Storage Tank Liability Above Ground Storage Tanks	\$1,000,000 - Each Incident \$1,000,000 - Policy Aggregate	\$5,000 - Each Incident	2/9/2018	2/9/2019	\$ 8,865	02096277

17. Review accounting and billing data received from insurance markets on the City's behalf to ensure accuracy.

Agree. This is a routine procedure in our service plan.

## EXHIBIT 'A'

18. *Except with the prior written approval of the City, place insurance on behalf of the City with insurers that meet or exceed the SERVICE BROKER's minimum financial guidelines or a rating of not less than "A-" VII as assigned by A.M. Best. Or, if deemed appropriate for the City's risk management program, secure coverage through an alternative risk financing mechanism such as a captive or risk retention group. Monitor published financial information of any insurers with whom the City's coverage is placed. Advise the City if the status of an insurer falls below Responder's or A.M. Best guidelines herein.*

Agree. This is included in our standard service offering. We accomplish this with several redundant processes:

- 1) Corporate Market Security Committee
- 2) We monitor industry news daily
- 3) AM Best ratings are confirmed and provided formally anytime a quote is presented.
- 4) Any discussion or further research regarding ratings or financial position is performed as necessary.

Per Corporate mandate, Brown & Brown is not authorized to provide quotes to our clients from unauthorized insurers or insurers with a less than AM Best rating of A- or are not rated by AM Best without an authorized exception. However, since it may be in the best interest of our clients to review and bind quotes from these alternative insurers, Brown & Brown has established a Market Security Committee which reviews and monitors insurers falling into these categories. These include Risk Retention Groups, Captives, Self-Insured Groups, Trusts, State Funds, and Joint Underwriting Associations.

19. *Continually evaluate the insurance program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the City.*

Agree. This is always our practice and commitment to our clients.

20. *Keep apprised of potential legislative changes that could impact the City's insurance program (i.e. workers' compensation laws, sovereign immunity and claims bills, etc.).*

Agree. One of our publications addressing the new PTSD provisions is illustrated below:

### Workers' Compensation Coverage Now Includes PTSD for First Responders in Florida

By Kimberly J. Fernandes, Esquire - Kelley Kronenberg



The aftermath of mass tragedies can have a broader impact than previously imagined before the dawn of social media and other electronic information platforms. Consider the nationwide debates and demonstrations initiated by the Pulse nightclub tragedy, the Marjorie Stoneman-Douglas High School tragedy, and the FIU bridge collapse. One lasting impact that has always existed but has rarely been given a platform for relief is the effect of these tragedies on first responders. In an effort to give a voice to this brave class of employees, the Florida Legislature has added certain workers' compensation benefits to the law which are available to first responders in qualifying situations.

Senate Bill 376 was recently signed into law by Governor Rick Scott and, as of October 1, 2018, subsection (5) will be added to section 112.1815, Florida Statutes, to address PTSD conditions suffered by first responders.

In sum, medical and indemnity benefits are available for first responders diagnosed with post-traumatic stress disorder (PTSD) following involvement in certain tragic events in the line of duty. Until now, a first responder experiencing PTSD following a work-related event could only recover medical benefits associated with the mental injury under section 112.1815, Florida Statutes. An accompanying physical injury could provide entitlement to indemnity benefits as well, but with limitations. Now, as of 10/1/18, first responders may recover both medical and indemnity benefits for the sole diagnosis of PTSD without the need for an accompanying physical injury, if a few requirements written into the law are met.

*21. Oversee and coordinate all relevant services performed by the insurance companies/underwriters or any service agencies arranged for insurance program related issues and concerns.*

Agree. Taking advantage of specially-focused insuring partner resources is of great advantage to control the Cost of Risk. Specifically, we are knowledgeable with coordination of resources in a program structure currently purchased by the City.

One of the advantages of the City's current program is that there are many resources available. A few resources that may be available for these policies includes:

- Crisis Management - This is an exposure area that necessitates further discussion and can include Public Relations Officers, Incident Response Team, and Psychological Counseling (NOT CURRENTLY INCLUDED IN PROGRAM).
- TEAM Platform
  - Online resources including training courses
  - Model procedures documents
  - Communication pieces and reports
- Loss Control Funding
- HR and other Helplines
- Driver and other Training
- Streaming safety Videos
- Loss analysis
- Hazard Assessments
- Membership to Oklahoma Safety Council
- Safety Newsletters

*22. Perform administrative and clerical services relative to account management, including but not limited to issuance of certificates of insurance, verification of the accuracy of bills, audits and all premium adjustments.*

Agree, this is included in our standard service offering. An Account Manager and an Account Assistant is assigned to each client. They perform the day to day service needs including issuance of certificates of insurance, ordering and processing endorsements and verifying policy, endorsement and audit billing accuracy. Additionally, each office has an accounting leader who is governed by a regional accounting manager. Brown & Brown is publicly traded and our accounting/financial rules are highly regulated.



*23. All payments from the City will be made to "one" selected entity (Responder) not an affiliated entity of the Responder. It will be the assigned Responder's responsibility to distribute all premiums/payments to carriers and any other obligated party directly. Responder shall consolidate all invoicing to the City to reflect their name only. Any other entity such as wholesalers, other retailers, other affiliated entities, reinsurers, direct writers, and/or international brokers shall NOT be recognized or approved for payment. The Responder shall be responsible for providing payment to the carriers, wholesale brokers and other entities it utilizes to place coverage.*

Agree, this is included in our standard service offering. This is typical within our agency. Payments are collected by Brown and Brown, Jacksonville and then dispersed to each of the participating companies within their required timelines. Recently we initiated a new method of payment to the agency making it convenience for our clients to pay by eCheck, credit card or wire transfer, should they so choose. Regardless of the method of payment, all distributions will be made to the appropriate parties from the Jacksonville Brown & Brown office.

*24. Qualify the City's self-insured claims administrators with the appropriate excess carriers to handle claims.*

Agree. We are experienced and have **over 20 current governmental clients** within our offices who self-administer claims for whom we've placed excess insurance.

*25. Assign an Account Manager to the City with government entity experience who shall be responsible for communication with the City and who, along with any other team members assigned, must be available on a daily basis to the City for advice and consultation on insurance program related issues and concerns. Any changes in personnel must be submitted in writing and approved by the City.*

Agree. Lori Duvall would be assigned as the Account Manager available during business hours for daily policy management functions. Brenda Lewis-Lipscomb would be assigned as Principal Account Executive and is available 24/7.

26. *Act as a liaison for the City with the carriers to resolve claims and, in the event of a significant claim, assign a claims specialist to assist the City in the claims management process at no additional cost to the City.*

Agree. We believe the assigned team is well versed in the exposures and terms and conditions of the policies, and therefore are best to manage claims. The Account Executives involved team up to provide the broadest perspective to tackle any claims issue or claims management process. Lori Duvall oversees the claims process for our Jacksonville office. She, along with her assistant would be assigned to the City of Jacksonville as a claim specialist who will report and monitor claim activity, develop reports and keep everyone abreast of potential issues. Brenda Lewis-Lipscomb, Primary Account Executive will act as the liaison for the City with the insurance carriers.

27. *Participate in claims review meetings to ensure effective claims management and reporting to excess carrier.*

Agree. We currently attend claims review meetings with many of our clients and have provided liaison to both in-house and contracted TPA's to be certain excess reporting provisions are clear.

28. *Assist the City, when requested, with questions on coverage application to specific claims and claim disputes.*

Agree. As previously discussed, we will be the City's Claim advocate. We will clearly outline the applicable coverage sections of the policy that apply to certain scenarios and for the purpose of settling claim disputes.

29. *Participate in regular Claims Audits when requested by the Risk Management Division.*

Agree. Lori Duvall oversees the claims process for our Jacksonville office. She, along with her assistant would be assigned to the City of Jacksonville and will participate in regular Claims Audits as requested. Brenda Lewis-Lipscomb, Primary Account Executive will also be available for claim audits.

30. *Review the City's loss runs and miscellaneous carriers' loss runs; provide copies of loss runs to the City; provide a report to the City of any claim trends and solutions to mitigate cost; provide updated cumulative loss data on a semi-annual basis.*

Agree. We would work with the City and their current RMIS system to assist in developing reports to identify loss trends and appropriate loss control strategies. We will also assist in communicating these trends and the need for loss control strategies internally. This is a top priority in reducing the Total Cost of Risk!

31. *Develop, with the City's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials with the City's Safety team.*

Agree. We will provide services offered by our Brown & Brown subsidiary, Public Risk Underwriters. **Christopher Kittleson** is the Director of Loss Control Technical Services and has focused for over 8 years on improving risk exposure for Florida's public entities. With over 25 years' experience in the Safety and Risk Management field, Mr. Kittleson can coordinate services with the City's Safety team.

**Brown & Brown's Solutions Center** is also included with our services. The Risk Management Center is a unique, web-based compliance package which includes tools that will assist the City in their risk management efforts.

32. *Assist, coordinate and facilitate the implementation of loss control recommendations between the insurer and the City.*

Agree, this is included in our standard service offering.

33. *Provide a list of all internal or external staff that would be providing services in support of the Responder's efforts.*

**Internal Staff**

Joshua Becksmith, Executive Vice President – Jacksonville Brown & Brown  
Matthew Montgomery, Executive Vice President – PRIA – Daytona/Brown & Brown  
Brenda Lewis-Lipscomb, Vice President – Jacksonville Brown & Brown  
Michelle Martin, Vice President – PRIA – Daytona/Brown & Brown  
Lori Duvall, Commercial Account Manager – Jacksonville Brown & Brown  
Brittany O'Brian, Risk Management Team Leader – PRIA – Daytona/Brown & Brown  
Rachel Crowe, Commercial Account Assistant – Jacksonville Brown & Brown  
Christopher Kittleson - Director of Loss Control Technical Services - Public Risk Underwriters  
Kellie Yost, Accounting Leader – Jacksonville Brown & Brown  
Robin Faircloth, Director of Operations – PRIA – Daytona/Brown & Brown

**External Staff**

Deborah Jewett, Consultant – ReEx Insurance Brokers

34. *Provide the City, a full accounting and transparent disclosure of all income earned by the Responder or other affiliates (including wholesalers and intermediaries) on a policy renewal basis and on an annual basis; contingent commissions are prohibited. If additional commissions are received above the GTACP, then the Service Broker shall use those commissions to either provide the City a credit on the account or provide the City additional services (e.g. actuarial studies).*

Agree. We will be completely transparent and provide full accounting with regard to all premium and commissions to the City.

35. *Provide pre-event or post-event assistance and recommendations to crisis management.*

Agree. We may negotiate coverage/resources into one of the City's policies as well as the loss control services previously discussed.

36. *Provide recommendations to reduce the City's total cost of risk (TCOR).*

As stated above, the largest financial exposure is self-insured claims. How we shall address this has been outlined in detail in a previous section. The Brown & Brown team will provide a combination of coverage design, claim management and loss control services to reduce the City's total cost of risk.

37. *Provide expertise and insights on construction-related contracts and coverages.*

Agree. This is typical risk management consulting with our current clients. Our clients include contractors (Reynolds, Smith & Hill - see reference section) as well as clients undergoing large expansion projects. Examples of some of our client's current projects and our levels of participating are below:

- Current Client undergoing \$76 million expansion project in Jacksonville. Preconstruction review with client regarding placement and logistics of project as well as loss control concerns and recommendations during the project. Assist with contract insurance requirements between client, attorneys and general contractor. Placement of builders risk coverage. Review and comment on certificates of insurance provided by GC and Subcontractors. This project requires meetings, conference calls, liaising with several departments and periodic site inspection.
- Assisting in verification of CCIP program with national contractor's risk management department on behalf of a large school district in Florida for a \$100 million high school project. The project requires conference calls, liaising with several departments within the District, and approving final documentation.

Form 1 - Price Sheet

NAME OF RESPONDENT Brown & Brown of Florida, Inc.

Proposal Number P-43-18

SCHEDULE OF PROPOSED PRICES/RATES

**INSTRUCTIONS:**

1. Please submit a proposed Grand Total Average Commission Percentage (%) GTACP. Responders shall include all anticipated compensation to all parties, service broker, wholesalers and/or intermediaries, sub-contractors, etc. All GTACP of all parties, service broker, wholesalers and/or intermediaries, shall be disclosed as a part of all response/proposals. The Service Broker submitting the lowest GTACP will receive all points available. **Fee agreements are not acceptable.**  
Based on current premiums provided in RFP, our GTACP is 9%.

2. Provide a breakdown of GTACP for all parties, intermediaries, sub-contractors etc. totaling the GTACP shown in item 1.

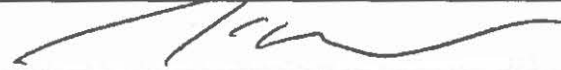
GTACP was derived as follows:

- Excess Casualty & Workers' Compensation - 9%
- Powerlines/Easements Liability - 20%
- Riverwalk Primary Liability - 5.8%
- Riverwalk Excess Liability - 5.8%
- Rails & Trails Liability - 20%
- Voting Precints Liability - 20%

I certify that the information in this form is true and accurate.

**Failure to sign this form shall result in disqualification of this proposal.**

Responder's Signature



Title

Executive Vice President

Date

8/31/2018

EXHIBIT 'B'



INFORMATION TECHNOLOGIES DIVISION



09/27/18 10:11:33  
Procurement Division

September 27, 2018

**TO:** Greg Pease, Chief of Procurement Division

**VIA:** Kenneth E. Lathrop, Chief of Information Technologies / CIO *Kenneth E. Lathrop*

**FROM:** Thomas Ossi, Technology Contract and Records Manager, ITD *Thomas Ossi*

**SUBJECT:** P-52-15 PP#1 Tax Collector and Distribution System Annual Software Maintenance for Office of Tax Collector – Extension Request

The City awarded P-50-04 on November 15, 2004. COJ entered into city contract No. 8794 on February 1, 2005 for the purchase of software and support services for the Manatron Tax Manager System in accordance with the master agreement for licensed software, hardware and services between Manatron, Inc. and City of Jacksonville. The first addendum to the master agreement was for a five year term effective October 1, 2010 through September 30, 2015.

The second addendum to the master agreement was for three (3) fiscal years, commencing on October 1, 2015 and expiring on September 30, 2018.

This request is to extend the current agreement for a thirty (30) day period for continuation of vendor technical support services while we complete the third addendum to be retroactive effective October 1, 2018.

The approved funding source is AFIT531CSCS - 04662.

Your favorable consideration of this request is appreciated.

**Attachment:** Vendor Contract # 2004.005.01  
Second Amendment to Master Agreement  
Third Amendment to Master Agreement

**CC:** Kevin Rock, Director of Administrative Services, Tax Collector's Office

FINANCE AND ADMINISTRATION DEPARTMENT





THOMSON REUTERS™

September 27, 2018

To Whom It May Concern:

Manatron, Inc. – a Thomson Reuters Business (hereinafter “Thomson Reuters”) is the sole owner and vendor for the TRTA Gov MVP Tax Manager Software and related modules in use by the City of Jacksonville & Duval County Tax Collector’s Office.

Thomson Reuters mutually agrees with the City of Jacksonville, FL / Duval County Tax Collector to extend the existing contract until October 31<sup>st</sup> if the automatic renewal provisions in the existing agreement do not already satisfy your need.

We thank you for your support and are glad that our products and services are of use to you. If you need any further information or have any questions, please do not hesitate to contact me.

Sincerely,

**Matthew Henry**  
Lead Contract Administrator

**Thomson Reuters**

Office 269-388-2633

Mobile 269.845.8173

[Matt.Henry@ThomsonReuters.com](mailto:Matt.Henry@ThomsonReuters.com)

Accepted: City of Jacksonville, FL / Duval County Tax Collector \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Manatron, Inc. – A Thomson Reuters Business**  
510 E. Milham Avenue  
Portage, Michigan 49002  
(866) 471-2900

8794  
2nd Add

**Second Addendum # FL2004.005.01-Add2 to  
Master Agreement for Licensed Software, Hardware and Services Between  
Manatron, Inc. and  
City of Jacksonville, FL**

This Second Addendum ("Second Addendum") is entered into by and between Manatron, Inc. – A Thomson Reuters Business with its principal place of business at 510 E. Milham Ave. Portage, MI 49002, hereinafter referred to as "Thomson Reuters Tax & Accounting, Government" or "TRTA Gov" and the City of Jacksonville, FL hereinafter referred to as "Client" is hereby entered into effective as of October 1, 2015.

**Recitals**

WHEREAS, TRTA Gov and Client entered into that certain Master Agreement for Licensed Software, Hardware and Services effective as of February 1, 2005, as amended by that certain First Addendum effective as of October 1, 2010 (the "Master Agreement"); and

WHEREAS, Client is a governmental body that provides funding for software from TRTA Gov which allows the Duval County Tax Collector to bill and collect ad valorem taxation in accordance with the laws of Florida; and

WHEREAS, TRTA Gov is a computer software developer and hardware reseller experienced in the installation and implementation of taxation billing and collection systems, consisting of both hardware and software, for automating the functions of county tax collector offices within the State of Florida; and

WHEREAS, previously TRTA Gov has designed and installed a tax billing and collection system for use by Client in Duval County, Florida under the terms of the Master Agreement; and

WHEREAS, pursuant to that the Master Agreement, TRTA Gov has continued to provide Client with maintenance and support services; and

WHEREAS, Client has requested that the term of the Master Agreement be extended so that TRTA Gov will continue to provide Client with maintenance services and TRTA Gov is agreeable to doing so;

WHEREAS, Client's Professional Services Evaluation Committee has approved the award to TRTA Gov of an extension of the period of service under the Master Agreement;

NOW THEREFORE In consideration of these recitals and the mutual promises and agreements hereinafter set forth, the Parties agree as follows:

**Terms and Definitions of Master Agreement Adopted**

All terms, conditions, requirements, and time periods specified in the Master Agreement are hereby adopted, ratified, and incorporated herein and shall continue to govern the conduct and obligations of the parties, except only to the extent the same may be expressly altered or changed by this Second Addendum. In the event of a conflict between any of the express terms and conditions of this Second Addendum and those contained in the Master Agreement, then this Second Addendum shall control. All defined terms in the Master Agreement shall have their same meanings in this Second Addendum unless expressly provided for to the contrary herein, the changes, additions, and modifications to the Master Agreement made by this Second Addendum shall all become applicable to the parties as of the effective date first set forth above.

**Services to be Provided**

TRTA Gov shall provide to Client the software support, training, and ongoing continuous development services necessary to maintain Client's tax billing and collection system, and its components and operational support system ("Maintenance Services"). The specific nature of Maintenance Services shall be governed by the terms of the Master Agreement, as extended pursuant to this Second Addendum.

**Term of Performance**

The term of the Master Agreement shall be extended for an additional period of three (3) years, commencing on October 1, 2015 and expiring on September 30, 2018, except only as may be earlier terminated in accordance with the terms and conditions of the Master Agreement.

**Allowable Charges**

**Maximum Indebtedness of Client**

The maximum indebtedness of Client for all fees, reimbursable items and other costs during the term of the Master Agreement shall be increased by \$888,637.41 to a new maximum total indebtedness of \$4,597,824.59; provided, however, that Client's maximum indebtedness for the following fiscal years of the Master Agreement shall be as follows:

October 1, 2015 thru September 30, 2016 - \$287,491.88

October 1, 2016 thru September 30, 2017 - \$294,679.18

October 1, 2017 thru September 30, 2018 - \$306,466.35

Any change in the maximum indebtedness of Client must be in the form of a written amendment executed by the authorized representatives of each of the parties hereto.

Client's obligations under the Master Agreement and this Second Addendum are contingent upon the availability of lawfully appropriated funds.

**Invoicing and Payment Terms**

The fee for Maintenance Services pursuant to this Second Addendum shall be due and payable in one (1) annual installment.

**Miscellaneous**

The parties and their respective counsel have freely negotiated this Second Addendum. No presumption should therefore be made concerning which party drafted the Second Addendum. This Second Addendum shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.

This Second Addendum may only be altered in writing signed by both parties. This Second Addendum contains the entire understanding of the parties and supersedes all prior negotiations or representations, either written or oral, except for all those provisions of the Master Agreement that have been incorporated herein.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Second Addendum in form sufficient to fully bind them effective as of the date first set forth above.

Manatron, Inc.

By: [Signature]

Printed Name: Brian A. Wilson

Title: Vice President, Finance

Date: 9/28/2015

ATTEST:

By: [Signature]  
James R. McCain  
Corporation Secretary



CITY OF JACKSONVILLE, a municipal corporation and a political subdivision of the State of Florida

By: [Signature]  
Lenny Curry  
Mayor

Form Approved:

By: [Signature]  
Office of General Counsel

Sam E. Mousa  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No. 2015-05

**Encumbrance and funding information for internal City use:**

**Payment(s) by various subsequently issued Purchase Orders**

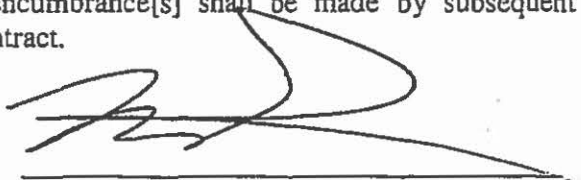
Account Summary..... *DP17531CS - 04662*

Amendment Increase..... *\$ 888,637.41*

Total Contract Amount..... *\$ 4,597,824.59*

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

  
\_\_\_\_\_  
Director of Finance  
City Contract # *8794* *AB*

Contract Encumbrance Data Sheet follows immediately.



THOMSON REUTERS™

# INVOICE

**PLEASE REMIT PAYMENT TO:**

MANATRON, INC.  
PO BOX 71275  
CHICAGO, IL 60694-1275  
Toll Free 1.866.471.2900

Invoice	INVC054812
Date	8/19/2016
Page	1
Acct#	901510
Reference	OCT27440A/PO#601966

**BILL TO:**

JACKSONVILLE CITY TAX COLLECTOR  
231 EAST FORSYTH STREET

ATTN: DEB DORAN  
JACKSONVILLE FL 32202

**SHIP TO:**

JACKSONVILLE CITY TAX COLLECTOR  
231 EAST FORSYTH STREET

JACKSONVILLE FL 32202

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
MVPTAXMGR-S		1	\$245,029.89	\$245,029.89
DATA ADMIN311-S		1	\$25,234.30	\$25,234.30
COLLECTMAX-S		1	\$3,441.03	\$3,441.03
WEBHOSTCOLLECT-S		1	\$7,455.58	\$7,455.58
DATA ADMIN311-S		1	\$13,518.38	\$13,518.38

FOR THE PERIOD OF 10/01/2016-09/30/2017

Subtotal	\$294,679.18
Tax	\$0.00
Total	\$294,679.18

*Please note invoice and account number on your check to ensure accurate payment application.  
THANK YOU!*





THOMSON REUTERS®

For Internal Use Only  
0016247  
8/15/2016  
MAN08ANN-Y

Maintenance and Support Schedule  
and/or Note Schedule

ACCT# 901510

JACKSONVILLE CITY TAX COLLECTOR  
231 EAST FORSYTH STREET

ATTN: DEB DORAN  
JACKSONVILLE FL 32202

THIS IS NOT AN INVOICE!

OCT-SEPT

1.00 SY	ANNUAL MAINTENANCE & SUPPORT	0.00	\$0.00
1.00 PER	THE PERIOD 10/1/16-9/30/17 FOR	0.00	\$0.00
1.00 CON	Contract #FL2004.005.01-Addendum 2 for & PO# 601966	0.00	\$0.00
1.00 MVPTAXMGR-S	MVP Tax Manager Support	245,029.89	\$245,029.89
1.00 MVPSPEC-S	MVP Special Assessments Support *Included*	0.00	\$0.00
1.00 MVPOCP-S	BUSINESS RECEIPT TAX SUPPORT *INCLUDED*	0.00	\$0.00
1.00 MVPTD-S	MVP TOURIST DEVELOPMENT SPT *INCLUDED*	0.00	\$0.00
1.00 DATA ADMIN311-S	DATA ADMIN SVCS FOR TAX MGR	25,234.30	\$25,234.30
1.00 COLLECTMAX-S	TAX EGOV System Spt	3,441.03	\$3,441.03
1.00 WEBHOSTCOLLECT-S	TAX EGOV HOSTING SPT	7,455.58	\$7,455.58
1.00 CON	CONTRACT #2004.005.02 FOR	0.00	\$0.00
1.00 DATA ADMIN311-S	QUICK CLEAR SUPPORT	13,518.38	\$13,518.38

\$294,679.18 10/1/16-17 \$306,466.35 10/1/17-18

Subtotal	294,679.18
Tax	\$0.00
<b>Total</b>	<b>\$294,679.18</b>



# Purchase Order

City of Jacksonville  
 214 N Hogan St  
 Jacksonville, FL 32202

<b>V E N D O R</b>	Vendor Number: 00003168
	Manatron, Inc.
	P.O. Box 2348
	510 East Milham Avenue
	Portage, MI 49081-2348

PO Date: 11/03/2017	Purchase Order Number <b>PO8A02029</b>
Buyer: King, Lisa	Proprietary Purchase Order
Phone #: (804) 255 - 8820	ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.
FOB: F O B , Destination	
Terms: Net 30	

<b>S H I P T O</b>	Finance and Administration
	Information Technologies Division
	Ed Ball Bldg 9th floor
	214 N Hogan Street
	Jacksonville, FL 32202
Contact Tom Ossi (P Freeman) at (904)255-8080	

<b>I N V O I C E</b>	Finance and Administration
	Accounts Payable
	117 W. Duval Street, Suite 375
	Kaie Newsome, Accounts Payable Supervisor
	Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date		
AF - Finance and Administration		REQ221263	As Required		
Item #	Item Description	Quantity	Unit	Unit Price	Total
1	Award P-52-15/COJ Contract# 8794 Annual Maintenance and support for MVP Tax Software Period of Coverage 10/1/2017 -9/30/2018 Software support list: Manatron Tax Manager Support (MVPTAXMGR-S), Manatron Special Assessments Support (MVPSPEC-S), Manatron Business Receipt Tax Support (MVPOCP-S), Manatron Tourist Development Support (MVPTD-S), Data Admin Services for Tax Manager (DATA ADMIN311-S), CollectMax Software Support (COLLECTMAX-S), Webhosting for collectmax (WEBHOSTCOLLECT-S), and Quick clear support (DATA ADMIN311-S)	1.00	EA	\$306,466.35	\$306,466.35
2	PLEASE ADD PURCHASE ORDER NUMBER ON ALL INVOICES	0.00		\$0.00	\$0.00



# Purchase Order

City of Jacksonville  
 214 N Hogan St  
 Jacksonville, FL 32202

<b>V E N D O R</b>	Vendor Number: 00003188
	Manatron, Inc.
	P.O. Box 2348
	510 East Milham Avenue
	Portage, MI 49081-2348

PO Date: 11/03/2017	Purchase Order Number <b>POBA02029</b>
Buyer: King, Lisa	<b>Proprietary Purchase Order</b>
Phone #: (904) 255 - 8820	<b>ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.</b>
FOB: F.O.B., Destination	
Terms: Net 30	

<b>S H I P T O</b>	Finance and Administration
	Information Technologies Division
	Ed Ball Bldg 9th floor
	214 N Hogan Street
	Jacksonville, FL 32202
Contact Tom Ossi (P Freeman) at (904)255-8080	

<b>I N V O I C E</b>	Finance and Administration
	Accounts Payable
	117 W. Duval Street, Suite 375
	Kate Newsome, Accounts Payable Supervisor
	Jacksonville, FL 32202

Department	Bid Number	Requisition Number			Delivery Date
AF - Finance and Administration		REQ221263			As Required
Item #	Item Description	Quantity	Unit	Unit Price	Total
				Subtotal:	\$306,466.35
				Freight:	\$0.00
				Discount:	\$0.00
				<b>TOTAL:</b>	<b>\$306,466.35</b>

THIS ORDER IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERETO  
 MANUFACTURER'S FEDERAL EXCISE TAX EXEMPT NO 59-89-0120K  
 FLORIDA STATE SALES AND USE TAX EXEMPTION NO 85-8012621607C-8

Approved By Gregory Pease, Chief Procurement Division

## GENERAL CONDITIONS

**1. RESERVATIONS:** The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive informalities if such action is deemed to be in the best interest of the City of Jacksonville. The City reserves the right to cancel any contract, if in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds are required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liability on the part of the City thereby.

**2. SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.**

All items furnished must be completely new, and free from defects unless specified otherwise. No otherwise will be accepted under the terms and intent of this bid.

**2. QUOTATIONS:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.

**3. TAXES:** The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C, (b) Manufacturer's Federal Excise Tax Registration No 59-6000344

**4. CARRIER:** No charge will be allowed for cartage or packages unless by special agreement.

**5. "OR EQUAL" INTERPRETATION:** Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

**6. DEVIATIONS TO SPECIFICATIONS:** In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specifications deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

**7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:**

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

**8. SAMPLES:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any small samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "Sample for the Procurement Division" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples indicated may be considered sufficient reason for rejection of bid.

**9. PERFORMANCE BOND:** When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

**10. PROVISION FOR OTHER AGENCIES:** Each bidder agrees when submitting

his bid that he will make available to all City agencies and departments, bi-City agencies, in City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under his bid proposal.

**11. GUARANTEE:** The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

**12. DISCOUNTS:** ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

**13. COLLUSION:** THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

**14. ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

**15. PROCUREMENT DIVISION AS AGENT:** When the Procurement Division is acting as agent for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No. 1 - 14.

**16. OFFICE OF INSPECTOR GENERAL:** The City of Jacksonville has established an Office of Inspector General, Section 602 310, Part 3, Chapter 602, Ordinance Code, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602 309, Ordinance Code.

**17. ETHICS PROVISION FOR VENDORS/SUPPLIERS:** The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing Code contained in chapter 126, Jacksonville Ordinance Code.

**18. NONDISCRIMINATION PROVISIONS:** As required by Section 126 404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**19. LEGAL WORKFORCE:** Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the US Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville Duval County, Florida, and
- all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

**20. LICENSES REQUIREMENT:** Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

**21. ELECTRONIC PAYMENTS:** Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at [www.caj.net](http://www.caj.net) under the Online Forms link on the Finance Department page.