

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

OFFICE OF PURCHASING

213 PALAFOX PLACE § 2nd Floor
PENSACOLA, FL 32502
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

<http://www.myescambia.com/Bureaus/ManagementServices/Purchasing.html>

Claudia Simmons
Purchasing Manager



CERTIFICATION OF CONTRACT

TITLE: State Lobbyist Services for Escambia County Florida

CONTRACT NO.: PD 14-15.025

AWARD DATE: May 7, 2015

EFFECTIVE DATE: July 1, 2015

AWARD: N/a

STATUS: For a term of three (3) years commencing July 1, 2015 with the option for renewal being mutually agreed upon by parties at least sixty (60) days prior to the expiration of the initial term.

CONTRACTOR (S): Gentry and Associates, LLC

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Claudia Simmons, Purchasing Manager, (850) 595-4987 (850)695-4987. E-MAIL casimmon@co.escambia.fl.us

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on (Month) (Date), (Year), 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 (**Service or Commodity**) 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 supplemented 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.

ORDERING INSTRUCTIONS

Gentry and Associates, LLC

ALL ORDERS SHOULD BE DIRECTED TO: Richard Gentry, Owner/Manager

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 20-804-XXXX

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 071229

VENDOR NAME: **Gentry and Associates**

STREET ADDRESS OR P.O. BOX: 2305 Braeburn Circle

CITY, STATE, ZIP CODE: Tallahassee, FL 32309

CONTACT PERSON: Richard Gentry

PHONE #: **(850) 251-1837** TOLL FREE#: FAX#: **(850)**

E-MAIL ADDRESS: (company's)

HOME PAGE ADDRESS:

EMERGENCY CONTACT PERSON: Richard Gentry

PHONE#: **(850) 251-1837** CELL#: PAGER#:

DISASTER SERVICE CONTACT PERSON: Richard Gentry

HOME ADDRESS:

HOME PHONE#: CELL# PAGER#:

TERMS OF PAYMENT: NET 30 DAYS X 2% 10th PROX _____

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: _____ Yes _____ No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: _____ Yes _____ No



AmWINS Brokerage of Florida, Inc.
 10201 Centurion Parkway North
 Suite 500
 Jacksonville, FL 32256

T 904.380.3922
 F 904.996.0002

amwins.com

FL License #3399

POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

Attached to and forming part of Policy Number: MPL108959215

Named Insured:	Gentry & Associates, LLC	Policy Number:	MPL108959215
Coverage:	E&O - Miscellaneous	Carrier:	Lloyd's of London
Agency:	Demont Insurance Agency & Financial	Policy Period:	04/27/2015 - 04/27/2016

Policy Premium:	\$1,410.00
Fees:	\$35.00
Surplus Lines Taxes:	\$74.78
Total:	\$1,519.78

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS TAXES AND FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES OWED MUST BE PROMPTLY REMITTED TO AMWINS.

FEES:

Fee	Taxable	Amount
Florida		
AmWINS Service Fee	Yes	\$35.00
Total		\$35.00
Total Fees		\$35.00

SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Florida					
Surplus Lines Tax	\$1,410.00	\$35.00	\$1,445.00	5.00%	\$72.25
Stamping Fee	\$1,410.00	\$35.00	\$1,445.00	0.18%	\$2.53
Total					\$74.78
Total Surplus Lines Taxes and Fees					\$74.78

SURPLUS LINES DISCLOSURE

Florida

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

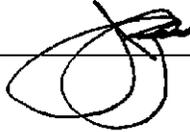
Surplus Lines Licensee:

Name: James Compton
Address: 302 Knight Run Ave. #1240
Tampa, FL 33602
License No.: A052540

Producing Agent:

Name: _____
Address: _____

Signature: _____





Effective with UNDERWRITERS AT LLOYD'S, LONDON

Administered by Hiscox Inc.

520 Madison Avenue 32nd Floor, New York, NY 10022
(646) 452-2353

Insurance for Consultants

DECLARATIONS

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Broker No.:	US 0000801	AmWINS Brokerage of Florida, Inc. (Jacksonville) 10201 Centurion Parkway North, Suite 500 Jacksonville, FL 32256
Certificate No.:	MPL1089592.15	
Renewal of:	NEW	
1. Named Insured:	Gentry & Associates, LLC	
Address:	2305 Braeburn Cir Tallahassee, FL 32309-3003	
2. Policy Period:	Inception Date: 04/27/2015	Expiration Date: 04/27/2016
	Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	
3. General terms and conditions wording:	WCL P0001 CW (09/14)	
	The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
4. Endorsements:	E6002.1 - Florida Amendatory Endorsement, E6015.3 - Lloyd's Syndicate, E6016.1 - Service of Suit, E6017.2 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6018.2 - Applicable Law Endorsement, and E6020.2 - War and Civil War Exclusion Endorsement	
5. Optional Extension Period:	12/24/36 months at 75/150/225 percent of the annual premium, for eligible coverage parts.	
		PRem\$1410.00
		Pol Fee\$35.00
		SLT\$74.78
		Total\$1519.78
6. Notification of claims to:	Hiscox Claims 520 Madison Avenue, 32 nd floor New York, NY 10022 Fax: 212-922-9652 Email: HiscoxClaims@Hiscox.com	
7. Policy Premium:	\$1,410	Administration Fee: N/A
		State Surcharge: N/A

Consultants Professional Liability Claims-Made and Reported Coverage Part: WCLMPL P0002 CW (11-14)

Covered Professional Services: Solely in the performance of lobbyist services, for others, for a fee.



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DECLARATIONS

Professional Liability (PL):	\$ 1,000,000 Each Claim / \$ 1,000,000 Aggregate
Defense of Licensing Proceedings:	\$ 10,000 Aggregate Limit (Separate Limit)
Subpoena Assistance:	\$ 10,000 Aggregate Limit (Separate Limit)
Bodily Injury/Property Damage:	\$ 50,000 Aggregate Limit (Shared Limit with PL)
Retroactive Date:	04/27/2015
Retention:	\$ 1,000
PL Premium:	\$ 955
Endorsements:	E6115.1 - Financial Services Exclusions Endorsement

General Liability Occurrence Coverage Part: WCL P0002 CW (10/14)

General Liability (GL):	\$ 1,000,000 Each Occurrence / \$ 1,000,000 Aggregate
Products and Completed Operations:	\$ 0 Each Occurrence Limit (Shared Limit with GL)
Personal and Advertising Injury:	\$ 1,000,000 Each Claim Limit (Shared Limit with GL)
Damage to Premises:	\$ 50,000 Any One Premise Limit (Shared Limit with GL)
Medical Payments:	\$ 5,000 Each Person Limit (Separate Limit)
Retention:	\$ 1,000
Premium allocated to TRIA:	\$ 5
GL Premium:	\$ 450
Endorsements:	E6901.2 - Products-Completed Operations Hazard Exclusion Endorsement, E6803.1 - Sexual Misconduct Exclusion Endorsement, and E6805.1 - Privacy Exclusion Endorsement

In accordance with the authorization granted to Hiscox Inc. under Contract No. B1234INCS362415 by certain Underwriters at Lloyd's, London, whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which bears the Seal of Lloyd's Policy Signing Office and is on file at the office of the said Agency and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for their own part and not one for another, their heirs, executors and administrators, to insure as follows in accordance with the terms and conditions contained or endorsed hereon.

The Certificate terms and conditions contained herein or endorsed hereon and such other provisions, agreements or conditions as may be endorsed hereon or added hereto are hereby incorporated in this Certificate. No representative of the Underwriters shall have the power to waive or be deemed to have waived any provision or condition of this Certificate unless such waiver, if any, shall be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Certificate exist or be claimed by the Insured(s) unless so written or attached.

IN WITNESS WHEREOF this Certificate has been signed at New York, New York



Effective with UNDERWRITERS AT LLOYD'S, LONDON

Administered by Hiscox Inc.

520 Madison Avenue 32nd Floor, New York, NY 10022
(646) 452-2353

Insurance for Consultants

DECLARATIONS

A handwritten signature in black ink, appearing to read "Carl Bach".

Authorized Representative

Carl Bach

April 28, 2015

Hiscox Inc.

I. Our promise to you

In consideration of the premium charged, and in reliance on the statements made and information provided to us, we will pay **covered amounts** as defined in this policy, provided you properly notify us of **claims, breaches, events, or occurrences**, and meet **your** obligations to us in accordance with the terms of this policy.

II. Limits of liability

Regardless of the number of Coverage Parts you have purchased, the maximum we will pay for all **covered amounts** will be as follows:

- A. Coverage part limit
Each Coverage Part purchased will be subject to a **coverage part limit** (if one is stated in the Declarations), which is the maximum amount we will pay for all **covered amounts** under that Coverage Part, other than coverage enhancements or other items we have expressly agreed to pay in addition to the limit. The **coverage part limit** will be in excess of any applicable **retention**.
- B. Each claim limit
The Each Claim Limit identified in the Declarations is the maximum amount we will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- C. Each breach limit
The Each Breach Limit identified in the Declarations (if you have purchased a relevant Coverage Part) is the maximum amount we will pay for all **covered amounts** for each covered **breach**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered **breach** or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- D. Each occurrence limit
The Each Occurrence Limit identified in the Declarations (if you have purchased a relevant Coverage Part) is the maximum amount we will pay for all **covered amounts** for each covered **occurrence**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount we will pay for the type of covered **occurrence** to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- E. General liability coverage part limits
If you have purchased a General Liability Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
- F. Related claims
All **related claims**, regardless of when made, will be treated as one **claim**, and all subsequent **related claims** will be deemed to have been made against you on the date the first such **claim** was made. If, by operation of this provision, the **claim** is deemed to have been made during any period when we insured you, it will be subject to only one **retention** and one Each Claim Limit regardless of the number of claimants, **insureds**, or **claims** involved.

III. Your obligations to us

- A. Named insured responsibilities
It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:
 1. timely giving and receiving notice of cancellation or non-renewal;
 2. timely payment of premium;
 3. receipt of return premiums;
 4. timely acceptance of changes to this policy; and
 5. timely payment of **retentions**.

- B. Your duty to cooperate **You** must cooperate with **us** in the defense, investigation, and settlement of any **claim, potential claim, breach, event, occurrence**, or other matter notified to **us**, including but not limited to:
1. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;
 2. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
 3. attending hearings, depositions, and trials as **we** request;
 4. assisting in securing and giving evidence and obtaining the attendance of witnesses;
 5. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
 6. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
 7. pursuing **your** right of recovery from others.
- C. Your obligation not to incur any expense or admit liability **You** must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense.
- D. Your representations **You** warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

IV. Optional extension period

1. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase an optional extension period for the duration and at the percentage of the expiring premium stated in Item 5 of the Declarations. The optional extension period, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase an optional extension period will not apply if:
 - a. this policy is canceled by **us** for nonpayment of premium; or
 - b. the total premium for this policy has not been fully paid.
2. The optional extension period will apply only to **claims** that:
 - a. are first made against **you** and reported to **us** during the optional extension period; and
 - b. arise from **your professional services** performed, or a **breach, offense, or occurrence** that takes place, on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal of this policy.
3. The additional premium will be fully earned at the inception of the optional extension period.
4. Notice of election and full payment of the additional premium for the optional extension period must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the optional extension period will lapse.

The limits of liability applicable during any purchased optional extension period will be the remaining available **coverage part limit**. There will be no separate or additional limit of liability available for any purchased optional extension period.

The right to purchase an optional extension period will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Parts written on an occurrence basis.

V. Other provisions affecting coverage

- A. Alteration and assignment No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by **our** authorized representative.
- B. Bankruptcy or insolvency **Your** bankruptcy or insolvency will not relieve **us** of any of **our** obligations under this policy.
- C. Cancellation
1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations.
 2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail, at the **named insured's** address stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to nonpayment of premium.
 3. The mailing of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
 4. If this policy is canceled by the **named insured**, **we** will retain the customary short rate proportion of the premium.
 5. If this policy is canceled by **us**, **we** will return a pro rata proportion of the premium.
 6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.
- D. Change in control
- If, during the **policy period**, the **named insured** consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity, or any other person or entity acquires ownership or control of the **named insured**, then the **named insured** will provide **us** written notice no later than 30 days after the effective date of such change in control, together with any other information **we** may require.
- We** will not cancel this policy solely because of a change in control, but unless **you** and **we** agree in writing otherwise, after the effective date of any change in control, this policy will cover only **claims** arising from **professional services** performed, or **breaches**, offenses, or **occurrences** that took place, prior to the change in control.
- E. Coverage territory
- This policy will apply to **your professional services** performed, and **breaches**, offenses, **events**, or **occurrences** that take place, anywhere in the world, provided that any action, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) is brought within the United States, its territories or possessions, or Canada.
- F. Estates, heirs, legal representatives, spouses, and domestic partners
- In the event of an **employee's** death or disability, this policy will also apply to **claims** brought against the **employee's**:
1. heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
 2. lawful spouse or lawful domestic partner;
- but only:
1. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
 2. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- G. False or fraudulent claims
- If any **insured** commits fraud in connection with any **claim**, **potential claim**, **breach**, offense, **event**, or **occurrence**, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.

- H. Other insurance
- Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess insurance over this policy. However, if **you** have purchased a General Liability Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section V. Other provisions affecting coverage, C. Other insurance, of that Coverage Part.
- If the same **claim** or **related claims**, **breach**, **event**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.
- I. Subrogation
- In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.
- You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.
- You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent.
- Any recovery first will be paid to **you** up to the amount of any **retention you** have paid, and then to **us** up to the amount of any **covered amounts we** have paid.
- J. Titles
- Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

VI. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

- Application** means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
- Coverage part limit** means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part **you** have purchased which is subject to an aggregate limit.
- Covered amounts** means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
- Employee** means any past, present, or future:
1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
 2. partner, director, officer, or board member (or equivalent position); or
 3. independent contractor;
- of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**.
- Named insured** means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.
- Policy period** means the period of time identified in Item 2 of the Declarations, and any optional extension period, if purchased.
- Professional services** means those services identified as Covered Professional Services under any Coverage Part on the Declarations containing such a description.

Related claims

means all **claims** that are based upon, arise out of, or allege:

1. a common fact, circumstance, situation, event, service, transaction, cause, or origin;
2. a series of related facts, circumstances, situations, events, services, transactions, sources, causes, or origins;
3. a continuous or repeated act, error, or omission in the performance of **your professional services**; or
4. the same **breach, occurrence**, or offense.

The determination of whether a **claim** is related to another **claim** or **claims** will not be affected by the number of claimants or **insureds** involved, causes of action asserted, or duties involved.

Retention

means the amount or time identified as such in the Declarations.

Retroactive date

means the date identified as such in the Declarations.

We, us, or our

means the Underwriters identified on the Declarations as issuing this policy.

You, your, or insured

means any individual or entity expressly described as an **insured** in any Coverage Part **you** have purchased.

I. What is covered

We will pay up to the **coverage part limit** for **damages** and **claim expenses** in excess of the **retention** for covered **claims** against **you** alleging a negligent act, error, or omission in **your consulting services** performed on or after the **retroactive date**, including but not limited to:

1. breach of any duty of care;
2. negligent misstatement or negligent misrepresentation; or
3. **personal and advertising injury**,

provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Your obligations.

II. Coverage enhancements

We will also make the following payments:

Bodily injury/property damage sublimit

- A. We will pay **damages** and **claim expenses** up to the limit stated in the Declarations for any **claim** against **you** for **bodily injury** and/or **property damage**, provided the **claim** is first made against **you** during the **policy period**, it directly results from **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

You must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection A, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

Defense of licensing proceedings

- B. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent in the investigation, defense, or appeal of any state, federal, or other licensing board inquiry or proceeding concerning **your** eligibility or license to engage in **your consulting services**, provided **you** first receive notice of such inquiry or proceeding during the **policy period**, it relates to **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection B, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Subpoena assistance

- C. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent to respond to a subpoena arising from the performance of **your consulting services**, provided **you** first receive notice of such subpoena during the **policy period**, it relates to **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection C, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Supplemental payments

- D. We will pay reasonable expenses, including loss of wages and a \$250 travel per diem, incurred by **you** if **we** require **you** to attend depositions, arbitration proceedings, or trials in connection with the defense of a covered **claim**, but **we** will not pay more than an aggregate of \$10,000 per **claim** for such expenses, regardless of the number of **insureds**.

No **retention** will apply to amounts **we** pay under this subsection D, and such amounts will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

For purposes of this Coverage Part, **you**, **your**, or **insured** means a **named insured**, **subsidiary**, **employee**, **independent contractor**, **joint venture**, or **additional insured**, as defined below.

Named insured

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.

Consultants Professional Liability Coverage Part

Subsidiary	means any entity of which the named insured has majority ownership before or during the policy period .
Employee	means any past, present, or future: <ol style="list-style-type: none">1. person employed by the named insured or subsidiary as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or2. partner, director, officer, or board member (or equivalent position) of the named insured or subsidiary, but only while in the course of their performance of consulting services on behalf of or at the direction of such named insured or subsidiary .
Independent contractor	means any person or entity contracted by the named insured or subsidiary to perform the same consulting services as the named insured or subsidiary , but only while in the course of their performance of consulting services on behalf of or at the direction of the named insured or subsidiary .
Joint venture	means a business enterprise in which the named insured or subsidiary participates pursuant to a written agreement, but only for: <ol style="list-style-type: none">1. consulting services performed by the named insured or subsidiary; and2. the same percentage of covered damages and claim expenses as the percentage of the named insured's or subsidiary's participation in the joint venture.
Additional insured	means any person or organization you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, provided the contract or agreement: <ol style="list-style-type: none">1. is currently in effect or becomes effective during the policy period; and2. was executed before the consulting services out of which the claim arises were performed. Coverage is available for additional insureds solely for their liability arising out of your negligence or of those acting on your behalf and not for any liability arising out of the sole negligence of the additional insured .

IV. Defense and settlement of claims

Defense	<p>We have the right and duty to defend any covered claim, even if such claim is groundless, false, or fraudulent.</p> <p>We have the right to select and appoint counsel to defend you against a covered claim. You may request in writing that we appoint defense counsel of your own choice, but whether to grant or deny such a request will be at our sole discretion.</p>
Settlement	<p>We have the right to solicit and negotiate settlement of any claim but will not enter into a settlement without your consent, which you agree not to withhold unreasonably. If you withhold consent to a settlement recommended by us and acceptable to the party who made the claim, the most we will pay for that claim is the sum of:</p> <ol style="list-style-type: none">1. the amount of our recommended settlement;2. claim expenses incurred up to the date of our recommendation;3. 50% of all claim expenses incurred after our recommendation; and4. 50% of all damages in excess of the settlement amount recommended by us.

V. Your obligations

Notifying us of claims and coverage enhancements	<p>You must give written notice to us of any claim, or any other matter covered under Section II. Coverage enhancements, as soon as possible, but in any event, no later than 60 days after the end of the policy period.</p> <p>All such notifications must be in writing and include a copy of the claim or other covered matter, and must be submitted to us via the designated email address or mailing address identified in Item 6 of the Declarations.</p>
Notifying us of potential claims	<p>You have the option of notifying us of potential claims that may lead to a covered claim against you.</p> <p>In order to do so, you must give written notice to us as soon as possible and within the policy period, and the notice must, to the greatest extent possible, identify the details of the potential claim, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the potential claim we may reasonably request.</p> <p>The benefit to you of notifying us of a potential claim is that if an actual claim arises from the same circumstances as the properly notified potential claim, then we will treat that claim as if it had first been made against you on the date you properly notified us of it as a potential claim, even if that claim is first made against you after the policy period has expired.</p> <p>All potential claim notifications must be in writing and submitted to us via the designated email address or mailing address identified in Item 6 of the Declarations.</p>
Retention	<p>Our obligation to pay damages and claim expenses under this Coverage Part is in excess of the retention, which you must pay in connection with each covered claim.</p>

VI. Exclusions – What is not covered

Antitrust/deceptive trade practices	<p>We will have no obligation to pay any sums under this Coverage Part, including any damages or claim expenses, for any claim:</p> <ol style="list-style-type: none"> 1. based upon or arising out of any actual or alleged: <ol style="list-style-type: none"> a. false, deceptive, or unfair trade practices; b. unfair competition, impairment of competition, restraint of trade, or antitrust violations; c. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, all including as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.; or d. deceptive or misleading advertising.
Bodily injury to an insured	<ol style="list-style-type: none"> 2. based upon or arising out of any actual or alleged physical injury, sickness, disease, death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock sustained by an insured or any employee of an insured.
Breach of contract	<ol style="list-style-type: none"> 3. based upon or arising out of any actual or alleged breach of any contract or agreement, or any liability of others that you assume under any contract or agreement; however, this exclusion will not apply to any liability you would have in the absence of the contract or agreement.
Breach of warranty/guarantee	<ol style="list-style-type: none"> 4. based upon or arising out of any actual or alleged breach of express warranties or guarantees, except any warranty or guarantee to perform your consulting services consistent with applicable industry standards or with reasonable skill or care. This exclusion will not apply to any liability you would have in the absence of the warranties or guarantees.
Criminal proceedings	<ol style="list-style-type: none"> 5. brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action.

Consultants Professional Liability Coverage Part

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| Employment related liability | 6. based upon or arising out of any actual or alleged: <ul style="list-style-type: none"> a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law, b. liability or breach of any duty or obligation owed by you as an employer or prospective employer; or c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact, committed by you as an employer or prospective employer. |
| Excluded costs and damages | 7. to the extent it seeks or includes: <ul style="list-style-type: none"> a. fines, penalties, taxes, or sanctions against you; b. overhead costs, general business expenses, salaries, or wages incurred by you; c. the return, reduction, or restitution of fees, commissions, profits, or charges for goods provided or services rendered; d. liquidated or multiple damages; e. restitution, disgorgement of profits, any advantage to which you were not legally entitled, or unjust enrichment; or f. the cost of complying with injunctive relief. |
| Excluded professional services | 8. based upon or arising out of any actual or alleged performance of or failure to perform services as an architect, engineer, accountant, lawyer, insurance agent/broker, registered investment advisor, and/or security broker/dealer; however, this exclusion will not apply to claims brought against an insured who is an architect, engineer, accountant, lawyer, insurance agent/broker, registered investment advisor, and/or security broker/dealer if the claim arises out of the performance of your consulting services . |
| Excluded statutory violations | 9. based upon or arising out of any actual or alleged violation of the following laws: <ul style="list-style-type: none"> a. the Securities Act of 1933; b. the Securities Exchange Act of 1934; c. any state blue sky or securities laws; d. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 <i>et seq.</i>; or e. the Employee Retirement Income Security Act of 1974, all including as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law and any rules or regulations promulgated under such laws. |
| Failure to maintain insurance or bonds | 10. based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds. |
| Improper billing | 11. based upon or arising out of any actual or alleged inaccurate, improper, or fraudulent billings or invoices, including but not limited to a qui tam action or any action under the False Claims Act, as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law; however, this exclusion will not apply to a claim resulting from your performance of billing services for others if such services are a part of your consulting services . |
| Insured vs. insured | 12. brought by or on behalf of one insured or affiliate against another insured or affiliate ; however, this exclusion will not apply to a claim by an additional insured against another insured based upon or arising out of any other insured's performance of consulting services for the additional insured . |
| Intellectual property | 13. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, |

Consultants Professional Liability Coverage Part

service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.

Intentional acts

14. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions, except that:
- a. **we** will pay **claim expenses** until there is a final adjudication establishing such conduct; and
 - b. this **exclusion** will not apply to otherwise covered intentional acts or omissions resulting in **personal and advertising injury**.

This exclusion will apply to the **named insured** or **subsidiary** only if the conduct was committed or allegedly committed by any:

- a. partner, director, officer, or member of the board (or equivalent position) of the **named insured** or **subsidiary**; or
- b. employee of the **named insured** or **subsidiary** if any partner, director, officer, member of the board (or equivalent position) of the **named insured** or **subsidiary** knew or had reason to know of such conduct by the employee.

This exclusion will apply separately to each **insured** and will not apply to any **insured** who did not commit, participate in, acquiesce to, or ratify such conduct committed by another **insured**.

Manufacture of goods/
products

15. based upon or arising out of any goods or products manufactured, sold, handled, or distributed by **you**.

Medical malpractice

16. based upon or arising out of any actual or alleged medical malpractice or breach of any duties owed as a healthcare provider, including but not limited to the rendering of or failure to render medical services, treatment, diagnosis, or advice.

Misappropriation of funds

17. based upon or arising out of the actual or alleged theft, misappropriation, commingling, or conversion of any funds, monies, assets, or property.

Mold

18. based upon or arising out of any actual, alleged, or threatened existence, growth, release, escape of, exposure to, inhalation of, or contact with mold, spores, or fungi.

Pollution/environmental

19. based upon or arising out of any actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**, including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

Prior acts/notice/knowledge

20. based upon or arising out of any actual or alleged breach of duty or negligent act, error, or omission that:
- a. was committed prior to the **retroactive date**;
 - b. was the subject of any notice given under any other policy of which this policy is a renewal or replacement;
 - c. was the subject of, or is related to, any prior or pending litigation, **claim**, written demand, arbitration, administrative or regulatory proceeding or investigation, or licensing proceeding that was filed or commenced against **you** and of which **you** had notice prior to the **policy period**; or
 - d. **you** had knowledge of prior to the **policy period**, and there was a reasonable basis to believe that the act, error, or omission could result in a **claim**.

However, if this policy is a renewal or replacement of a previous policy **we** issued that provided materially identical coverage, and is part of an unbroken chain of successive policies issued by **us**, the **policy period** referred to in paragraphs c and d, above, will be the policy period of the first such policy **we** issued.

Consultants Professional Liability Coverage Part

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| Privacy | <p>21. based upon or arising out of any actual or alleged:</p> <ul style="list-style-type: none"> a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in your care, custody, or control; or b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information. |
| Sexual misconduct | <p>22. based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature, including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.</p> |
| Subsidiary outside control of named insured | <p>23. a. based upon or arising out of consulting services performed by or on behalf of a past or present subsidiary while the named insured does not have majority ownership or management control of it; or</p> <p>b. made against a subsidiary or anyone acting on its behalf while the named insured does not have majority ownership or management control of it.</p> |
| Third party discrimination | <p>24. based upon or arising out of any actual or alleged harassment of or unlawful discrimination against, including but not limited to adverse or disparate impact, a person or entity other than an insured or an employee of an insured.</p> |
| Unsolicited telemarketing | <p>25. based upon or arising out of any actual or alleged violation of any federal, state, local, or foreign statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations.</p> |

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in Section III. Who is an insured, and in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

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| Affiliate | means any person or entity related to any insured through common ownership, control, or management. Affiliate does not include a subsidiary . |
| Bodily injury | means physical injury, sickness, disease, or death sustained by a person, and any resulting humiliation, mental injury, mental anguish, emotional distress, suffering, or shock. |
| Claim | means any written assertion of liability or any written demand for financial compensation or non-monetary relief. |
| Claim expenses | means the following sums incurred in excess of the retention and with our prior written consent: <ul style="list-style-type: none"> 1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim; and 2. premiums on appeal bonds, attachment bonds, or similar bond, but we will have no obligation to apply for or furnish any such bonds. |
| Consulting services | means only those services identified as Covered Professional Services under the Consultants Professional Liability Coverage Part section of the Declarations. |
| Damages | means the following amounts incurred in excess of the retention : <ul style="list-style-type: none"> 1. a monetary judgment or monetary award that you are legally obligated to pay (including pre- or post-judgment interest and awards of claimant's attorney fees); or 2. a monetary settlement negotiated by us with your consent. |

Consultants Professional Liability Coverage Part

Damages includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.

Personal and advertising injury

means injury, other than **bodily injury** or **property damage**, arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises;
4. slander, libel, or defamation, or disparagement of goods, products, or services, whether in connection with **your consulting services** or **your** advertising of it; or
5. oral or written publication of material, whether in connection with **your consulting services** or **your** advertising of it, that violates a person's right of privacy.

Pollutants

means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, soot, fumes, acids, alkalis, chemicals, nuclear materials, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Potential claim

means any acts, errors, or omissions of an **insured** or other circumstances reasonably likely to lead to a **claim** covered under this policy.

Property damage

means physical damage to or destruction of any tangible property, including the resulting loss of use of that property.

Retention

means the amount stated as such under the Consultants Professional Liability Coverage Part section of the Declarations.

You, your, or insured

means a **named insured, subsidiary, employee, independent contractor, joint venture, or additional insured**, as defined in Section III. Who is an insured.

I. What is covered

- A. Bodily injury and property damage **We will pay up to the coverage part limit for damages you become legally obligated to pay because of bodily injury or property damage to which this Coverage Part applies, provided:**
1. the **bodily injury or property damage** occurs during the **policy period**;
 2. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We will have the right and duty to defend any claim seeking such damages, as set out in Section II. Defense and supplementary payments. We may, at our discretion, investigate any occurrence and settle any claim that may result.**
- B. Personal and advertising injury **We will pay up to the Personal and Advertising Injury Limit stated in the Declarations for damages you become legally obligated to pay because of personal and advertising injury to which this Coverage Part applies, provided:**
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
 2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We will have the right and duty to defend any claim seeking such damages, as set out in Section II. Defense and supplementary payments. We may, at our discretion, investigate any offense and settle any claim that may result.**
- C. Medical payments **Regardless of fault, we will pay up to the Medical Payments limit stated in the Declarations for medical expenses incurred by each person for bodily injury caused by an accident to which this Coverage Part applies, provided:**
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you** or in connection with **your** business operations;
 2. the **accident** occurs during the **policy period**;
 3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
 4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

II. Defense and supplementary payments

- A. Claims against you **With respect to any claim against you that we investigate, defend, or settle, we will pay:**
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
 2. up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
 3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;
 4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$1,000 a day because of time off from work;

5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit.

B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
 - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
 - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
 - c. authorize **us** to conduct and control the defense of the indemnitee.

Our obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **retention** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representatives. As such, they will assume **your** legal rights and duties under this Coverage Part.

B. Partnerships or joint ventures

If **you** are a duly organized partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.

- C. Limited liability companies
If **you** are a duly organized limited liability company, **you** members and their spouses are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations
If **you** are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders and their spouses are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts
If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees
Your employees are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers
Your volunteer workers are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business performed on **your** behalf or at **your** direction.
- H. Real estate managers
Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.
- I. Amateur athletic participants
Any person representing **you** while participating in an amateur athletic activity **you** sponsor is an **insured**. However, no such person is an **insured** for:
1. **bodily injury** to:
 - a. a co-participant, **your employee**, or **your volunteer worker** while also participating in the amateur athletic activity **you** sponsor; or
 - b. **you** or any of **your** partners, members, or **officers**; or
 2. **property damage** to property owned, occupied, or used by; rented to; or in the care, custody, or control of:
 - a. a co-participant in the amateur athletic activity **you** sponsor, **your employee**, or **your volunteer worker**; or
 - b. **you** or any of **your** partners, members, or **officers**.
- J. Newly acquired or formed organizations
If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of an **occurrence** or offense covered by this Coverage Part, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.
- There is no coverage for the acquired or formed organization for:
1. **bodily injury** or **property damage** that occurred; or
 2. **personal or advertising injury** arising out of an offense that was committed, before **you** acquired or formed the organization.
- The acquired or formed organization is an **insured** only with respect to the conduct of **your** business.
- K. Additional insureds
If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:
1. Any person or organization from whom **you** lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.

However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.



HISCOX PRO™ General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:
 - a. **your** acts or omissions or of those acting on **your** behalf; and
 - b. the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- a. **bodily injury, property damage, or personal and advertising injury** arising out of the rendering of or failure to render any professional architectural, engineering, or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (2) supervisory, inspection, architectural, or engineering activities; or
- b. **bodily injury or property damage** occurring after:
 - (1) all work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
 - (2) that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. Any person or organization who sells or distributes **your products** (referred to in this subsection as "vendor"), but only with respect to **bodily injury or property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- a. **bodily injury or property damage** for which the vendor is legally obligated to pay **damages** because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such contract or agreement;
- b. any express warranty unauthorized by **you**;
- c. any physical or chemical change in the product made intentionally by the vendor;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- f. demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part, or ingredient of any other thing by or for the vendor;
- h. **bodily injury or property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf; however, this exclusion will not apply to:

HISCOX PRO™ General Liability Coverage Part (Occurrence)

- (1) repackaging when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
 - b. any ingredient or part of any product; or
 - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
 - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured.

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **we** agree to waive any right of recovery **we** may have against any additional insured because of payments **we** make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.

- A. Per location limit The Per Location Limit identified in the Declarations is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** occurring at each separate location where **you** perform business operations arising out of any one **occurrence**. This limit will apply only if an endorsement listing **your** separate locations is added to this Coverage Part.
- B. Products-completed operations limit The Products-Completed Operations Limit identified in the Declarations is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of any one **occurrence**.
- C. Personal and advertising injury limit The Personal and Advertising Injury Limit identified in the Declarations is the most **we** will pay for all **damages** because of **personal and advertising injury** arising out of any one **claim**.
- D. Damage to premises limit The Damage to Premises limit identified in the Declarations is the most **we** will pay for all **damages** because of **property damage** to any one premises while rented to **you** or temporarily occupied by **you** with permission of the owner.
- E. Elevator liability sublimit An Elevator Liability Sublimit of \$25,000 is the most **we** will pay for all **damages** because of **property damage** resulting from the use of an elevator at premises **you** own, rent, or occupy and arising out of any one **occurrence**.
- F. Medical payments limit The Medical Payments limit identified in the Declarations is the most **we** will pay for the sum of **medical expenses** for **bodily injury** sustained by any one person covered under Section I. What is covered, C. Medical payments.

No **retention** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV will be in excess of the **retention** and will be a part of, and not in addition to, the **coverage part limit**.

V. Other provisions affecting coverage

- A. Notifying us of claims, occurrences, or offenses
 1. **You** must give written notice to **us** of any **claim** made or brought against **you** as soon as possible, including the specifics of the **claim** and the date received.
 2. **You** must give written notice to **us** of any **occurrence** or offense which may result in a **claim** as soon as possible. To the greatest extent possible, the notice must include:
 - a. how, when, and where the **occurrence** or offense took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the **occurrence** or offense.

All such notifications must be in writing and include a copy of any **claim**, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

- B. Retention **Our** obligation to pay any **damages** under this Coverage Part is in excess of the **retention**, which **you** must pay in connection with each covered **occurrence** or offense. The **retention** does not apply to **claim expenses** or any other payments **we** make under Section II. Defense and supplementary payments.
- C. Legal action against us No person or organization has a right under this Coverage Part:
 1. to join **us** as a party or otherwise bring **us** into a **claim** seeking **damages** from **you**; or
 2. to sue **us** on this Coverage Part unless all of its terms and conditions have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or final judgment against **you**, but **we** will not be liable for **damages** that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by **us**, **you**, and the claimant or claimant's legal representative.

D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid and collectible insurance is available to **you** for a **claim we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. Primary insurance - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. Excess insurance - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
 - a. that provides fire, extended coverage, builder's risk, installation risk, or similar coverage for **your work**;
 - b. that applies to **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - c. if the loss arises out of aircraft, **autos**, or watercraft (to the extent not subject to Exclusion A. 1. Aircraft, autos, or watercraft);
 - d. that is insurance available to **you** because **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

When this Coverage Part is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

3. Method of sharing

If all of the other insurance permits contribution by equal shares, **we** will contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever occurs first.

If any other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits to the total applicable limits of all insurers.

E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies separately to each **insured** against whom a **claim** is made or brought.

**VI. Exclusions –
What is not
covered**

A. Bodily injury and property damage exclusions

Aircraft, autos, or watercraft

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
 - (1) less than 75 feet long; and
 - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury** or **property damage** arising out of:
 - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. aircraft **you** do not own. However, this Coverage Part will be excess over any other insurance that applies to such aircraft, whether primary, excess, contingent, or on any other basis, and the rules stated in Section V. Other provisions affecting coverage, D. Other insurance, 2. Excess insurance will apply.

Damage to impaired property or property not physically injured

2. **property damage to impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in **your** care, custody, or control;



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- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Subsections c, d, and f of this exclusion will not apply to **property damage** arising out of the use of an elevator at premises **you** own, rent, or occupy. However, any payments **we** make for such **property damage** will be subject to the Elevator Liability Sublimit.

Subsection d of this exclusion will not apply to **property damage** to equipment **you** borrow while at a job site, but only if it is not being used by anyone to perform operations at the time of such **property damage**.

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| Damage to your product | 4. property damage to your product arising out of it or any part of it; however, this exclusion will not apply to property damage arising out of the use of an elevator at premises you own, rent, or occupy, but any payments we make for such property damage will be subject to the Elevator Liability Sublimit. |
| Damage to your work | 5. property damage to your work arising out of it or any part of it and included in the products-completed operations hazard ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor. |
| Expected or intended Injury | 6. bodily injury or property damage expected or intended from the standpoint of any insured ; however, this exclusion will not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property. |
| Injury to employee | 7. <ul style="list-style-type: none"> a. bodily injury to your employee arising out of and in the course and scope of employment by you or while performing duties related to the conduct of your business; or b. bodily injury to the spouse, child, parent, brother, or sister of such employee as a consequence of any bodily injury described in paragraph 7.a above. <p>This exclusion will apply:</p> <ul style="list-style-type: none"> a. whether you may be liable as an employer or in any other capacity; and b. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs 7.a and 7.b above. <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. liability for damages you assume in an insured contract; or b. bodily injury arising out of and in the course and scope of domestic employment by you, unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law. |
| Liquor liability | 8. bodily injury or property damage for which you may be held liable by reason of: <ul style="list-style-type: none"> a. causing or contributing to the intoxication of any person; |



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- b. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance, or regulation relating to the sale, gifting, distribution, or use of alcoholic beverages.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury or property damage** arising out of:
- a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to **you**; or
 - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

10. **bodily injury or property damage** which:
- a. **you**;
 - b. any **insured** listed in A through E of Section III. Who is an insured; or
 - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

Bodily injury or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

Breach of contract

1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

Failure to conform to statements

2. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in your **advertisement**.

Insureds in media and internet type businesses

3. committed by any **insured** whose business is:
- a. advertising, broadcasting, publishing, or telecasting;
 - b. designing or determining content of websites for others; or
 - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or

- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

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| Knowing violation of rights of another | 4. caused by you or at your direction with knowledge the act would violate the rights of another and would inflict personal and advertising injury . |
| Material published prior to policy period | 5. based upon or arising out of oral or written publication of material whose first publication took place prior to the policy period . |
| Material published with knowledge of falsity | 6. based upon or arising out of oral or written publication of material by you or at your direction with knowledge of its falsity. |
| Unauthorized use of another's name or product | 7. based upon or arising out of any actual or alleged unauthorized use of another's name or product in your email address, domain name, metatag, or any similar tactics to mislead another's potential customers. |
| Wrong description of prices | 8. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in your advertisement . |

C. Medical payments exclusions

We will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

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| Athletic activities | 1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; however, this exclusion will not apply to a person who is not an insured injured while participating in an amateur athletic activity you sponsor. |
| Injury on normally occupied premises | 2. to any person injured on that part of any premises you own or rent that the person normally occupies. |
| Injury to you | 3. to you or any person hired to work for or on behalf of you or your tenant; however, this exclusion will not apply to a volunteer worker . |
| Products-completed operations hazard | 4. included in the products-completed operations hazard . |
| Workers' compensation or similar laws | 5. to any person, whether or not your employee , if benefits for such bodily injury are payable or must be provided under any workers' compensation, disability benefits, or any similar law. |

D. Exclusions applicable to the entire general liability coverage part

We will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

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| Asbestos | 1. based upon or arising out of the actual or alleged mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos; exposure to asbestos, asbestos fibers, or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connections with asbestos, asbestos fibers, or structures or materials containing asbestos. |
| Biological agents | 2. based upon or arising out of: <ul style="list-style-type: none"> a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of biological agents; or b. any: |

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- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any **biological agents**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **biological agents**.
- Communicable disease 3. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:
 - a. supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
 - b. testing for a communicable disease;
 - c. failure to prevent the spread of the disease; or
 - d. failure to report the disease to authorities.
- Contractual liability 4. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:
 - a. **you** would have in the absence of such contract or agreement; or
 - b. assumed in an **insured contract**, provided the **bodily injury, property damage, or personal and advertising injury** occurs after such contract or agreement has been fully executed.
- Crime or fraud 5. based upon or arising out of any actual or alleged criminal or fraudulent conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites 6. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Electronic data 7. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Employment related liability 8. based upon or arising out of any actual or alleged:
 - a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law,
 - b. liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
 - c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply:

 - a. whether **you** may be liable as an employer or in any other capacity; and
 - b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.
- Fair credit 9. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.



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- Intellectual property
10. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
- However, this exclusion will not apply to:
- the use of another's advertising idea in **your advertisement**; or
 - infringement of copyright, trade dress, or slogan in **your advertisement**.
- Lead
11. based upon or arising out of:
- the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**;
 - any:
 - request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
 - claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.
- Pollution
12. based upon or arising out of:
- the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:
 - at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:
 - bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
 - bodily injury** or **property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or
 - bodily injury** or **property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
 - at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
 - which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for **you** or for any person or organization for whom **you** are legally liable;
 - at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
 - bodily injury** or **property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal



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electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;

- (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
- (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
- (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**; or
- b. any:
 - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection will not apply to liability for **damages** because of **property damage you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

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| Privacy | 13. based upon or arising out of any actual or alleged: <ul style="list-style-type: none"> a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in your care, custody, or control; or b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information. |
| Professional services | 14. based upon or arising out of your actual or alleged performance of or failure to perform professional services . |
| Recall of products, work, or impaired property | 15. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of: <ul style="list-style-type: none"> a. your product; b. your work; or c. impaired property; <p>if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.</p> |
| Silica | 16. based upon or arising out of any actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material. |



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Unsolicited telemarketing 17. based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any “anti-spam” or “do-not-call” statutes, ordinances, or regulations.

Exclusions 8, 12, and 15 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner’s permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.

Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

Auto

means:

1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or
2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Biological agents

means any:

1. a. bacteria;
b. mildew, mold, or fungi;
c. other microorganisms; or
d. mycotoxins, spores, or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**,

for **bodily injury**, **property damage**, or **personal and advertising injury** to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.

Claim expenses	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim .
Coverage territory	means anywhere in the world, but this Coverage Part will apply only to a claim brought in the United States, its territories or possessions, or Canada.
Damages	<p>means any monetary amount you are ordered to pay by a court, or by an arbitrator in an arbitration to which we have consented.</p> <p>However, damages does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages.</p> <p>Damages because of bodily injury includes care, loss, or services, or death resulting at any time from the bodily injury.</p>
Employee	means any person employed by you , including any leased worker , but does not include a temporary worker .
Hostile fire	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
Impaired property	<p>means tangible property, other than your product or your work, that cannot be used or is less useful because:</p> <ol style="list-style-type: none">1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or2. you have failed to fulfill the terms or conditions of a contract or agreement; <p>if such property can be restored to use by:</p> <ol style="list-style-type: none">1. the repair, replacement, adjustment, or removal of your product or your work; or2. your fulfilling the terms or conditions of the contract or agreement.
Insured contract	<p>means:</p> <ol style="list-style-type: none">1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner;2. a sidetrack agreement;3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;5. an elevator maintenance agreement; or6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another to pay damages sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. <p>However, an insured contract does not include that part of any contract or agreement:</p> <ol style="list-style-type: none">1. that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;2. that indemnifies an architect, engineer, or surveyor for damages arising out of:<ol style="list-style-type: none">a. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; orb. giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or

3. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind.

Lead means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Leased worker means any person leased to **you** by a labor leasing firm to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

Loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

Medical expenses means reasonable expenses for necessary:

1. first aid administered at the time of an accident;
2. medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. ambulance, hospital, professional nursing, and funeral services.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers, or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
 - a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street clearing or cleaning;
 - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or

- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

Occurrence	means an accident arising out of your business operations, including continuous or repeated exposure to substantially the same general harmful conditions.
Officer	means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.
Personal and advertising injury	means injury, including consequential bodily injury , arising out of one or more of the following offenses: <ol style="list-style-type: none">1. false arrest, detention, or imprisonment;2. malicious prosecution;3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;5. oral or written publication, in any manner, of material that violates a person's right to privacy;6. the use of another's advertising idea in your advertisement; or7. infringement of copyright, trademark, trade dress, or slogan in your advertisement.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, dust, nanoparticles, fibers, soot, ash, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
Products-completed operations hazard	<ol style="list-style-type: none">1. includes all bodily injury and property damage taking place away from premises owned, occupied by, loaned, or rented to you and arising out of your product or your work, except:<ol style="list-style-type: none">a. products that are still in your physical possession; orb. work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:<ol style="list-style-type: none">(1) when all of the work called for in your contract or agreement has been completed;(2) when all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site; or(3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed; and2. does not include bodily injury or property damage arising out of:<ol style="list-style-type: none">a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the loading or unloading of that vehicle by you; orb. the existence of tools, uninstalled equipment, or abandoned or unused materials.
Professional services	means professional services customarily provided by an architect, engineer, surveyor, physician, surgeon, dentist, or other healthcare provider, accountant, insurance agent/broker, investment advisor, securities broker/dealer, or attorney, or any other services identified as Covered Professional Services in the Declarations.

- Property damage** means:
1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.
- Tangible property does not include any software, data, or other information in electronic form.
- Retention** means the amount stated as such under the General Liability Coverage Part section of the Declarations.
- Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.
- Volunteer worker** means a person who is not **your employee**, and who donates his or her work and acts at **your** direction and within the scope of duties determined by **you**, and is not paid a fee, salary, or other compensation by **you** or anyone else for their work performed for **you**.
- You, your, or insured** means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.
- Your product**
1. means any:
 - a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose assets or business **you** have acquired; and
 - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
 2. includes:
 - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
 - b. the providing of or failure to provide instructions or warnings; and
 3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.
- Your work**
1. means:
 - a. work or operations performed by **you** or on **your** behalf; and
 - b. materials, parts, or equipment furnished in connection with such work or operations; and
 2. includes:
 - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
 - b. the providing of or failure to provide instructions or warnings.

Endorsement 1

NAMED INSURED: Gentry & Associates, LLC

E6115.1 Financial Services Exclusions Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the professional liability Coverage Part is amended as follows:

The following exclusions are added to Section VI. Exclusions – What is not covered:

- FS-1. based upon or arising out of **your** advice about or selection of any investment manager or investment advisory, custodial, or similar firm.
- FS-2. based upon or arising out of **your** advice, promise, or guarantee about the future performance or value of investments, rates of return, or interest.
- FS-3. based upon or arising out of the fluctuation in the value of any security.
- FS-4. based upon or arising out of **your** improper use of any client funds, monies, assets, or property, or the inability or failure to pay, collect, or safeguard funds.
- FS-5. based upon or arising out of the failure of investments to perform as expected or desired.
- FS-6. based upon or arising out of the attesting to or audit, review, or compilation of financial statements.

Endorsement effective: 04/27/2015

Certificate No.: MPL1089592.15

Endorsement No: 1

Processed Date: 04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 2

NAMED INSURED: Gentry & Associates, LLC

E6901.2 Products-Completed Operations Hazard Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, A. Bodily injury and property damages exclusions:

Products-completed operations hazard PC-1. **bodily injury or property damage** included within the **products-completed operations hazard**.

Endorsement effective: 04/27/2015 Certificate No.: MPL1089592.15

Endorsement No: 2 Processed Date: 04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 3

NAMED INSURED: Gentry & Associates, LLC

E6803.1 Sexual Misconduct Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

Sexual misconduct SM-1. based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature, including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.

Endorsement effective: 04/27/2015 Certificate No.: MPL1089592.15

Endorsement No: 3 Processed Date: 04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 4

NAMED INSURED: Gentry & Associates, LLC

E6805.1 Privacy Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

- Privacy PR-1. based upon or arising out of any actual, alleged:
- a. unauthorized acquisition, access, use, or disclosure of, improper collection of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
 - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

Endorsement effective:	04/27/2015	Certificate No.:	MPL1089592.15
Endorsement No:	4	Processed Date:	04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach



Administered by Hiscox Inc.
 520 Madison Avenue 32nd Floor, New York, NY 10022
 (646) 452-2353

Endorsement 5

NAMED INSURED: Gentry & Associates, LLC

E9997.4 Policyholder Disclosure Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. *As defined in Section 102(1) of the Act:* the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$5.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant's Signature: _____

Print Name: _____ Date: _____

Insurance Company: _____

Endorsement effective:	04/27/2015	Certificate No.:	MPL1089592.15
Endorsement No:	5	Processed Date:	04/28/2015
Hiscox Inc.			

Endorsement 5

NAMED INSURED: Gentry & Associates, LLC



Authorized Representative
Carl Bach



Administered by Hiscox Inc.
520 Madison Avenue 32nd Floor, New York, NY 10022
(646) 452-2353

Endorsement 6

NAMED INSURED: Gentry & Associates, LLC

E9999.2 Cap on Losses from Certified Acts of Terrorism Endorsement

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE FEDERAL TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

The following is hereby added to the Policy and shall apply to all coverage:

With respect to any one or more "act of terrorism", the Company will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

The term "act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the federal Terrorism Risk Insurance Act for an "act of terrorism" include the following:

- 1 The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 1 The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions remain unchanged.

Endorsement effective:	04/27/2015	Certificate No.:	MPL1089592.15
Endorsement No:	6	Processed Date:	04/28/2015

Hiscox Inc.

Endorsement 6

NAMED INSURED: Gentry & Associates, LLC



Authorized Representative
Carl Bach

Endorsement 7

NAMED INSURED: Gentry & Associates, LLC

E6002.1 Florida Amendatory Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

- I. The Cancellation provision in Section V. Other provisions affecting coverage, C is deleted in its entirety and replaced with the following.

Cancellation

1. This policy may be cancelled by the **named insured** by giving **us** advance written notice stating when thereafter such cancellation will be effective. If the **named insured** cancels this policy, **we** will retain the customary short rate proportion of the premium.
2. Policies in effect for 90 days or less

If this policy has been in effect for 90 days or less, **we** may cancel this policy by mailing to the first **named insured** by registered, certified or other first class mail, at the address shown in Item 1 of the Declarations, written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if **we** cancel for non-payment of premium; or
- (b) 20 days before the effective date of cancellation if **we** cancel for any other reason, except **we** may cancel immediately if there has been:
 - i A material misstatement or misrepresentation; or
 - ii A failure to comply with the underwriting standards established by **us**.

3. Policies in effect for more than 90 Days

If this policy has been in effect for more than 90 days, **we** may also cancel this policy by mailing to the first **named insured** by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice, including the reason(s) for cancellation, stating when not less than 45 days thereafter (or 10 days thereafter when cancellation is due to non-payment of premium), the cancellation will be effective.

We may cancel this policy only for one of the following reasons:

- (a) Non-payment of premium;
- (b) The policy was obtained by a material misstatement;

Endorsement 7

NAMED INSURED: Gentry & Associates, LLC

- (c) There has been a failure to comply with underwriting requirements established within 90 days of the effective date of coverage;
 - (d) There has been a substantial change in the risk covered by the policy; or
 - (e) The cancellation is for all **insureds** under such policies for a given class of insureds.
4. The mailing of such notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice. If **we** cancel this policy, any return premium will be calculated pro rata. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of the cancellation. If return premium is not refunded with the notice of cancellation, **we** will mail the refund within 15 working days after the date cancellation takes effect.
- II. Section V. Other provisions affecting coverage is amended to include the following at the end:

Non-renewal

If **we** elect not to renew this policy, **we** will mail or deliver to the first **named insured** written notice of non-renewal, including the reason for non-renewal, not less than 45 days before the end of the **policy period**.

We will mail or deliver the notice of non-renewal to the first **named insured** at the address shown in Item 1 of the Declarations. If the notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.

Endorsement effective: 04/27/2015

Certificate No.: MPL1089592.15

Endorsement No: 7

Processed Date: 04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 8

NAMED INSURED: Gentry & Associates, LLC

E6015.3 Lloyd's Syndicate Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

The Underwriters referred to in the Declarations are identified as follows:

Proportion Percent: 100%
Syndicate: 3624
Contract #: B1234INCS362415
Registration Date: December 22, 2005

Endorsement effective: 04/27/2015

Certificate No.: MPL1089592.15

Endorsement No: 8

Processed Date: 04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 9

NAMED INSURED: Gentry & Associates, LLC

E6016.1 Service of Suit Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

In the event **we** fail to pay any amount claimed to be due under this policy, **we** agree to submit to the jurisdiction of a Court of competent jurisdiction within the United States at **your** request. Nothing in this clause is intended to constitute a waiver of **our** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

Service of process in any suit against **us** may be made on:

Hiscox Inc.
520 Madison Ave. - 32nd Floor
New York, NY 10022
Attn: Head of Claims

In any suit instituted against **us**, **we** agree to abide by the final decision of such Court, or in the event of an appeal, of any Appellate Court.

The above named are authorized to accept service of process on **our** behalf in any such suit and will enter a general appearance on **our** behalf in the event such suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, as **our** agent for service of process in any action, suit, or proceeding instituted by **you** or on **your** behalf, or any other beneficiary under this policy, and designate the above named as the person to whom such agent is authorized to mail process.

Endorsement effective:	04/27/2015	Certificate No.:	MPL1089592.15
Endorsement No:	9	Processed Date:	04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 10

NAMED INSURED: Gentry & Associates, LLC

E6017.2 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

We will have no obligation to pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, breach, event, or occurrence**:

- A. Under any liability coverage, for injury, sickness, disease, death, or destruction:
1. for which **you** are also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for exhaustion of its limit of liability; or
 2. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, as amended; or
 - b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, for expenses incurred with respect to bodily injury, sickness, disease, or death resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any liability coverage, for injury, sickness, disease, death, or destruction resulting from the **hazardous properties of nuclear material**, if:
1. the **nuclear material** is at any **nuclear facility** owned or operated by **you** or on **your** behalf, or has been discharged or dispersed from such a facility;
 2. the **nuclear material** is contained in spent fuel or **waste** which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by **you** or on **your** behalf; or
 3. the injury, sickness, disease, death, or destruction arises out of the furnishing by **you** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to injury to or destruction of property at such **nuclear facility**.

As used in this endorsement:

Hazardous properties includes radioactive, toxic, or explosive properties;

Nuclear material means **source material, special nuclear material, or byproduct material**;

Endorsement 10

NAMED INSURED: Gentry & Associates, LLC

Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954, as amended;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

Waste means any waste material:

1. containing **byproduct material**; and
2. resulting from the operation by any person or organization of any **nuclear facility** included in paragraph 1 or 2 of the definition of **nuclear facility**;

Nuclear facility means:

1. any any **nuclear reactor**;
2. any any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium;
 - b. processing or utilizing spent fuel; or
 - c. handling, processing, or packaging **waste**;
3. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material**, if at any time the total amount of such material in **your** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
4. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**.

Nuclear facility includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

With respect to injury to or destruction of property, "injury" or "destruction" includes all forms of radioactive contamination of property.

Endorsement effective:	04/27/2015	Certificate No.:	MPL1089592.15
Endorsement No:	10	Processed Date:	04/28/2015

Hiscox Inc.

Endorsement 10

NAMED INSURED: Gentry & Associates, LLC



Authorized Representative
Carl Bach

Endorsement 11

NAMED INSURED: Gentry & Associates, LLC

E6018.2 Applicable Law Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

This policy is subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Endorsement to this policy.

Endorsement effective: 04/27/2015

Certificate No.: MPL1089592.15

Endorsement No: 11

Processed Date: 04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 12

NAMED INSURED: Gentry & Associates, LLC

E6020.2 War and Civil War Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

This policy does not apply to and **we** will have no obligation pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, breach, event, or occurrence** directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power; or
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority.

However, this exclusion will not apply to coverage under the General Liability Coverage Part (if purchased) for damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. Any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

Endorsement effective: 04/27/2015

Certificate No.: MPL1089592.15

Endorsement No: 12

Processed Date: 04/28/2015

Hiscox Inc.



Authorized Representative
Carl Bach



ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



CONFORMITY NOTICE

(This does not amend, extend, or alter the coverages or any other provisions contained in your policy)

Whenever the symbol "\$" is used in this policy, it shall mean United States Dollars (USD).

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
STATE LOBBYIST SERVICES FOR ESCAMBIA COUNTY FLORIDA
SPECIFICATION PD 14-15.025**

• **HOW TO SUBMIT YOUR PROPOSAL**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURES)
- PROPOSAL FORM (WITH ORIGINAL SIGNATURES)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- SWORN STATEMENT PURSUANT TO SECTION (287.133) (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES.
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
- IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.

DO NOT RETURN WITH YOUR PROPOSAL

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

State Lobbyist Services for Escambia County Florida

SPECIFICATION NUMBER: PD 14-15.025

PROPOSALS WILL BE RECEIVED UNTIL: 4:00 p.m., CST, Tuesday, February 24, 2015

**Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

**Steven L. Barry, Chairman
Grover C. Robinson, IV, Vice Chairman
Lumon J. May
Wilson B. Robertson
Douglas B. Underhill**

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:

**Claudia Simmons
Purchasing Manager, Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
(850) 595-4987
Fax: (850) 595-4805**

Technical Assistance:

**Alison Rogers
County Attorney
Escambia County Governmental Complex
221 Palafox Place, Suite 430
Pensacola, FL 32502
Tel: (850) 595-4970
Fax: (850) 595-4979**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**State Lobbyist Services for Escambia County Florida
PD 14-15.025**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

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

State Lobbyist Services for Escambia County Florida.

SOLICITATION NUMBER: PD 14-15.025

SOLICITATION

MAILING DATE: **Monday, January 26, 2015**

OFFERS WILL BE RECEIVED UNTIL: **4:00 p.m. CST, Tuesday, February 24, 2015** 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)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

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

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Witness

Date

Effective Date

PROPOSAL FORM
Specification Number PD 14-15.025
State Lobbyist Services for Escambia County Florida

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having familiarized himself with the local conditions, nature and scope of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number **PD 14-15.025** at the proposed price stated within this proposal, subject to negotiations and final and best offers.

PROPOSED FEES TO BE INCLUDED IN PROPOSAL

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

Proposer: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment:

Person to contact for emergency service:

Phone/Cell/Pager #: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or any state or federal law by a person with respect to and directly related to the transaction of business with any Public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business _____

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

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

Telephone Number: _____ Facsimile No: _____ E-mail: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, 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)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com/purchasing/>

Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalent**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD 14-15.025, " State Lobbyist Services for Escambia County Florida", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The Board of County Commissioners of Escambia County is seeking the Professional Services of a Lobbyist for Escambia County (the "County"), Florida with regard to any matters in which the County may need such services before the Florida Legislature, state and federal officials and administrative agencies and the Florida Governor and Cabinet in whichever legal role said entities may be performing.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Procurement Questions

Procurement questions may be directed to:
Claudia Simmons, Purchasing Manager
850-595-4987 (Telephone), 850-595-4805 (Fax)

Technical questions may be directed to:
Alison Rogers, County Attorney
(850) 595-4970 (Telephone) (850) 595-4979 (Fax)

3. Proposal Forms

This Solicitation contains a Solicitation, Offer & Award Form and a Proposal Form, which shall be submitted in a sealed envelope, One Original with signatures in indelible ink signed in the proper spaces and one CD containing the entire proposal submittal. Responses on vendor forms will not be accepted.

Insurance Requirements

4. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

4.1 County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size

of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. All liability coverage shall be through carriers licensed to do business in the State of Florida.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. Required insurance shall be documented in Certificates of Insurance, including indication that the policy (ies) is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing solicitation number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Claudia Simmons
Office of Purchasing, 2nd Floor, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

4.2 Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. The contracted party shall continue the coverage for claims for a period of not less than three years after the termination of the contract with Escambia County.

5. Indemnification

If there are any claims for damages attributable to the negligence, errors or omissions of the Contractor, their agents or employees while providing the services called for herein, it is understood and agreed the Contractor shall indemnify and hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part I	General Information
1-1	Purpose
1-2	Scope of Services
1-3	Length of Proposal
1-4	Award and Contract Execution
1-5	Issuing Officer
1-6	Contract Consideration
1-7	Rejection
1-8	Inquiries
1-9	Addenda
1-10	Schedule
1-11	Proposal Content and Signature
1-12	Negotiations
1-13	Recommended Proposal Preparation Guidelines
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1-15	Disclosures
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Part II	Information Required from Contractors
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2-2	Introduction
2-3	Proposal Requirements
2-4	Exemptions
2-5	Conflict of Interest
Part III	Criteria for Selection

PART I GENERAL INFORMATION

The County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

As used, herein, the term “lobbyist” is identified in the same manner as in §112.3148(2) (b) (1), Fl. Stat. (2006). As used herein, the term “firm” describes those entities, of whatever type (e.g., whether law firm, partnership, individuals, etc.) who respond to the request for proposals. The term is not limited to attorneys, an non-attorneys are encouraged to submit proposals.

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a Lobbyist for Escambia County (the “County”), Florida with regard to any matters in which the County may need such services before the Florida Legislature, state, and if applicable

federal officials and administrative agencies, the Florida Governor and Cabinet in whichever legal role said entities may be performing.

Proposals to act, as Lobbyist, for the County shall be designed to portray how to complete the range of services available through the firm that may best assist the County. The proposer chosen by the County as its Lobbyist agrees to be available at all times upon reasonable request to meet with the Board of County Commissioners, the County's staff, and other consultants in order to perform the responsibilities of Lobbyist.

1-2 SCOPE OF SERVICES

SCOPE OF SERVICE

The Consultant will represent the Escambia County Board of County Commissioners (County) before the Florida State Legislature, including its committees, and agencies. The goal of such representation will be to secure legislation and state funding for programs and projects that have been identified by the County as priorities.

Responsibilities:

Explicit responsibilities of the Consultant include:

- 1. The Consultant will communicate and provide a monthly progress report to the County Economic Development Coordinator and/or County Administrator or designated staff, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist the Consultant in advancing the County's efforts.**
 - a. Alert this county at the earliest time of pending legislation or action that will adversely impact the county and its funding posture.**
- 2. To the highest degree possible, the Consultant will represent the County's interest in securing state assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas.**
 - a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.**
- 3. The Consultant shall advocate positions before the State Legislature, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures; in particular the following:**
 - a. Any state legislation which passes additional cost burdens on the county**
 - i. Medicaid**
 - ii. Criminal justice**
 - iii. Environmental issues**
 - b. Sunsetting of Department of Community Affairs**
 - i. Need for more local control in areas dealing with land use and growth management**
 - c. Sunsetting of Department of Environmental Protection**

- i. **Need for more local control**
 - ii. **Need to remove layers of duplicative effort**
 - iii. **Need to provide the agencies with enforcement capabilities**
- d. **Transportation Funding Alternatives (RTFA)**
- e. **Economic Development Incentives**
- f. **Transit**
- g. **Health Insurance**

Revisions

The COUNTY may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the COUNTY'S priorities emerge and new information becomes available.

Specific Performance

Specific activities and deliverables by/from the Consultant shall include the following:

Perform as a lobbyist for the County, managing the activities in accordance with County direction, of all of its personnel hired in the capacity of providing The Lobbyist must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. The Successful Provider will

1. **Communicate directly with the County Economic Development Coordinator to secure sponsors for proposed bills or amendments to state law.**
2. **Require Attendance and notification, if possible, of meetings (including, but not limited to, legislative committee meetings and sessions) where legislative issues of importance to Escambia County are being discussed. Request attendance of County Staff (Economic Development Coordinator) to travel to meetings to assist if need.**
3. **Attend state agency meetings, when necessary, to monitor rule making proceedings.**
4. **Provide the County, through the Economic Development Coordinator, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.**
5. **Provide the County, through the Economic Development Coordinator, with a monthly summary of legislative activities on behalf of the County in non-session months.**
6. **Travel to Escambia County, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel other than the two annual required trips will be reimbursed in accordance with §112.061, Florida Statutes (2010). (We will utilize video and phone conference systems)**
7. **Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.**
8. **If possible identify criteria for eligibility, which may include replacing or modifying existing request.**

9. **Monitor legislation and forward pertinent information to the Economic Development Coordinator for distribution to appropriate staff on a weekly basis.**
10. **Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.**
11. **Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.**
12. **Research and gather socioeconomic and other information to support the COUNTY'S issues, to heighten the state government's awareness that the COUNTY has significant and demonstrated needs and, in general, that the COUNTY has not historically received its "fair share" of legislative attention.**
13. **The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate state agencies, elected officials and staff.**

1-3 LENGTH OF CONTRACT

The contract for lobbyist services will be for a period of 36 months commencing July 1, 2015 upon approval by the County Commission of a contract with a firm responding to this Request for Proposal. Commencement of the contract is contingent on the County's Board of County Commissioners approving funds for services to be performed under the contract. The contract may be extended for additional terms, on such terms and conditions as might be negotiated in the last sixty (60) days of the original of the contract.

The contract for Lobbyist will provide for early termination of the contract, without cause, by (i) the County, upon 30 days written notice to the Lobbyist of intention to terminate, and (ii) the Lobbyist, upon 30 days written notice to the County of intention to terminate.

1-4 AWARD AND CONTRACT EXECUTION

Ranking & negotiations will be conducted with the three best qualified firms by the Selection Committee; the Board of County Commissioners. Each of the three will be required to execute the truth-in-negotiation certificate. Following negotiations, the Board will award a contract in one of its meetings in March 2015. Once the award has been made by the Board of County Commissioners, a professional services agreement for lobbyist services will be entered into with the Lobbyist.

1-5 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The Project Manager shall be Jack Brown, County Administrator. The liaison officer shall be Alison Rogers, County Attorney, County Attorney Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-6 CONTRACT CONSIDERATION

It is expected that the contract shall be a **firm fixed price contract** after negotiation.

1-7 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-8 INQUIRIES

Technical questions not answered in the Specifications for the Request for Proposals may be directed in writing to:

Alison Rogers, County Attorney
Escambia County Governmental Complex
221 Palafox Place, Suite 430
Pensacola, Fl. 32502

Any clarification to or changes in the Specifications for Request for Proposals resulting from a written question received shall be mailed to all firms who have been mailed a copy or who have registered to receive a copy of the Request for Proposals from the Office of Purchasing.

Procurement questions may be directed to:

Claudia Simmons, Purchasing Manager
Telephone (850) 595-4987, Fax (850) 595-4805

1-9 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-10 SCHEDULE

The following **tentative** schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals..... **January 26, 2015**
- B. Receipt of proposals..... **February 24, 2015**
- C. Review of proposals..... **February 24 – March 11, 2015**
- D. Earliest possible date for Board of County Commissioners Approval..... **Mach 19, 2015**

- E. Oral Presentations..... Formal oral presentation by each firm submitting a proposal is not expected to be necessary. However, if there is an indicated need to seek clarification of any information contained in a proposal, or if the Selection Committee or Board of County Commissioners wishes additional information on any matter, one or more firms may be requested to submit clarifying information in writing. The three best-qualified firms shall be asked to make oral presentations to the Selection Committee during contract negotiations.

1-11 PROPOSAL CONTENT AND SIGNATURE

One original and one CD of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-12 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-13 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or other non-three-ring binding with all pages 8.5" x 11" format.

1-14 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-15 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL PROPOSAL FORMAT:

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals; however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 PROPOSAL REQUIREMENTS

Proposers must respond in the format delineated below.

The following information shall be submitted with your proposal. Failure to submit this information will render your proposal non-responsive.

1. Qualifications

The firm selected will be an established, experienced organization with a strong history of representing large County governments to the State of Florida agencies to secure state funding and influence the enactment of beneficial legislation on the behalf of its clients. The firm selected, however, shall not currently represent entities that may compete with this County for state or federal funding and grant seeking or legislative initiatives, nor shall the firm selected engage in representing those competing entities during the duration of the resulting contract.

Provide a statement of the firm's qualifications. Explain how the firm is organized and how its resources will be utilized on the County's behalf. Include, as a minimum:

- A. Staff - Names, resumes, professional credentials, experience, and a list of local, state and federal elected officials with which those who will actually perform the services for this account have direct access relative to this RFP. This information shall also be submitted for any sub-consultants.
- B. Firm - Include a summary of work and professional experience relative to the Scope of Services, and document some relative experience.
- C. List of all current Florida Public Entity clients and contract amounts. Include entity's contact person, telephone number and e-mail address.
- D. The firm's local availability and degree of accessibility to Pensacola, Florida, and to Tallahassee, Florida.
- E. Permission to contact represented entities to discuss firm's performance.

- F. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the County's consideration of the firm in regard to this Request for Proposals, including activities and positions held in state and national professional organizations.

2. Experience With Other Governmental Entities

Provide specific examples of successes with the State and federal agencies to include but not limited to the following: attracting and highlighting new funding sources, special projects and identifying opportunities to increase client's exposure.

3. Technical Approach

A. Provide a brief description of the firm's approach to the project.

B. Based on the following example of a representative task the County may ask its state lobbyist to accomplish in Tallahassee and within the appropriation agency on its behalf, describe in detail the specific actions the firm would take to accomplish the objective, including all actions up to enactment of legislation. This shall include the persons the lobbyist would contact, meetings to be attended, and all other actions the lobbyist would take.

Example : Identify the process and tools you will use to monitor critical issues and how you communicate with your client and implement a strategy to be aggressive for each and all issues, projects and request.

4. Fee Schedule

Each Proposer must complete and submit a Fee Schedule. **The Annual Lump Sum fees shall include ALL costs associated with performance of the contract including out-of-pocket expenses, with the exception of travel. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.**

5. The Drug-Free Workplace Form, attached hereto, must be submitted prior to award of the proposal. **Failure to submit this form prior to award of the proposal shall be cause for rejection/disqualification of your proposal. Failure to certify the firm has a drug-free workplace in accordance with Florida Statutes 287.087 shall result in rejection/disqualification of your proposal.**

2-4 EXEMPTION

The engagement of certain professional services, including those requested by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and, therefore, are not to be subject to the appeal process therein described at any time during the solicitation or selection period.

2-5. CONFLICT OF INTEREST

Any prospective Lobbyist must make an affirmative statement to the effect that their selection shall not result in a conflict of interest, as defined in the Florida Bar's Rules of Professional

Conduct, Chapter 112, Part III, Florida Statutes or any other applicable code of conduct, with any party which may be affected by the award of this contract. Should any potential or existing conflict be known by a prospective Lobbyist, said prospective Lobbyist must specify the party with which the conflict exists or might arise, the nature of the conflict and whether the prospective Lobbyist would or would not step aside or resign from that engagement or representation creating the conflict in favor of the County. Prospective lobbyists must also agree to comply with the County's ordinance prohibiting conflicts of interests among retained consultants (attach copy).

A review of the firm's potential conflict of representation will be considered and will be an important factor considered by the County in the selection of Lobbyist. Lobbyist shall further agree that it shall not represent any third party in any lawsuit in which the County is named as an adverse party.

PART III CRITERIA FOR SELECTION

The selection process will be initiated through the County's Selection Committee. This Committee will be comprised of the County Administrator or his designee, the County Attorney or her designee, and the Purchasing Manager, or her designee.

- A. The Committee will:
 - 1. Prepare an alphabetical list of those responding to this proposal determined to be interested, available, and qualified, and conduct interviews with the top ranking firms.
 - 2. Designate no more than three firms from the list as being best qualified.
- B. This selection as best qualified will be based on the following considerations,

SELECTION - CRITERIA:

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications	40
Experience	20
Technical Approach	20
Fee Proposal	20
TOTAL	100

- C. The Selection Committee will forward to the Board of County Commissioners; for approval, its recommendation for contract award as to the best-qualified candidate for the varied requirements. The contract will not be binding on the County until approval by the Board of County Commissioners and execution of a contract for lobbyist services by the Chairman of the Board of County Commissioners on behalf of the Board.

