

RFP230620CJV
Employee Benefits Consultant and Actuarial Auditor
Aon Benefits & Insurance Services, Inc.

E1 Contract # _____

AGREEMENT FOR EMPLOYEE INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and AON BENEFITS & INSURANCE SERVICES, INC., a NEW JERSEY corporation authorized to do business in the State of Florida, whose address for the purposes of this Agreement is 200 ERANDOLPH STREET, CHICAGO, IL 60601, and whose federal tax identification number is 22-2232264, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase employee insurance benefit consulting and actuarial auditing services from the Vendor in connection with "Employee Benefits Consultant and Actuarial Auditor" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP230620CJV on February 13, 2024 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on April 29, 2024; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Detailed Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP230620CJV, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for an initial term of three (3) years, with an optional two (2) year renewal term or terms, upon mutual written agreement of both parties. The effective date shall be October 1, 2024.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement. Fees and expenses are due and payable within thirty (30) days of the invoice date. Vendor will invoice the County via email, and all payments will be made via electronic payment. The County will promptly notify Vendor of any questions regarding invoices so that Vendor can expect timely payment. Interest at nine percent (9%) per year will accrue after the invoice due date until payment is received.

- B. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed, or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. Subject to Section VI.C, the Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities ("Losses" which may arise out of any act, neglect, error, omission or default of the Vendor or Vendor's subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.
- C. If the County suffers Losses as described in Section VI.A above (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, statutory liability or otherwise), Vendor will be liable to the County for Losses incurred by the County during each sequential 12-month period in which the applicable schedule is in effect, commencing as of the first day of the provision of services thereunder ("Schedule Year") up to an amount equal to the total fees paid or to be paid for such Schedule Year under the applicable Schedule.
- D. The limitations on Vendor's liability contained in Section VI.C will not apply to Losses arising from: (i) Vendor's willful, fraudulent or criminal misconduct; (ii) bodily injury, including death, or damage to tangible personal or real property

incurred while Vendor is performing the Services and to the extent caused by the negligent or willful acts or omissions of Vendor's personnel or agents in performing the services contemplated hereunder; or (iii) the infringement of the proprietary rights of a third party by use of the deliverables contemplated hereunder.

- E. In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional insured shall be primary.

VIII. RESPONSIBILITIES

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting

from the award of this Agreement.

- C. The Vendor shall materially comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise

control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.
- G. County will submit to Vendor all County Information in County's control necessary for Vendor to perform the Services covered by this Agreement. County will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. County is responsible for the accuracy and completeness of any and all County Information that is submitted to Vendor. County agrees to notify Vendor as soon as possible of any problems or errors in County Information submitted. Services performed by Vendor in correcting such problems or errors are additional services for which additional fees will be payable.
- H. Except as expressly set forth in a Schedule, Vendor is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Vendor has no discretion with respect to the management or administration of County's employee benefit plans, and/or control or authority over any assets of County's employee benefit plans, including the investment of those assets. All such discretion and control remain with County and other fiduciaries to County's employee benefit plans.

IX. OWNERSHIP OF PRODUCTS

- A. Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("Vendor Information").
- B. All right, title and interest in and to any data, information and other materials furnished to Vendor by County hereunder ("County Information") are and shall remain County's sole and exclusive property. County grants to Vendor a license to use such County Information to provide the Services. Except as provided below, upon full and final payment to Vendor hereunder, any Vendor work product which the parties expressly agree is created solely and exclusively by Vendor for County to be owned by County (the "Deliverables"), if any, shall become the property of County. To the extent that any Vendor Information is contained in any of the Deliverables or provided in connection with the Services, subject to the terms of this

Agreement, Vendor hereby grants to County a paid-up, royalty-free, nonexclusive license to use such Vendor Information solely for County's internal use in connection with the Deliverables or Services, as applicable.

- C. To the extent that Vendor utilizes any of its property, including, without limitation, the Vendor Information, in connection with the performance of Services, such property shall remain the property of Vendor and, except for the limited license expressly granted in the preceding paragraph, the County shall acquire no right or interest in such property. County will honor Vendor copyrights, patents, and trademarks relating to Services, Deliverables and Vendor Information, and will not use Vendor's name or other intellectual property without Vendor's prior written consent.
- D. Nothing contained in this Agreement will prohibit Vendor from using any of its general knowledge or knowledge acquired under this Agreement (excluding County's Confidential Information) to perform similar services for others.
- E. For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement (including any Schedules); (ii) County Information; (iii) Vendor Information; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.
- F. Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees, contract employees, board members, and outsourced service providers who have a need to know the Confidential Information of the other party will receive such Confidential Information. Vendor may disclose County Confidential Information to Vendor affiliates to the extent necessary for the Services; provided, that Vendor remains responsible for compliance by any affiliates in receipt of Confidential Information with the terms of this Section. No party will disclose the other party's Confidential Information to a third party without the prior written consent of the other party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, except that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Vendor may use County's Confidential Information in combination with other County data, including the disclosure of such information to third parties on an aggregated and de-identified basis, provided that no such County Confidential Information is (1) identifiable by County or a County employee or (2) attributable to County. Vendor may also disclose County's Confidential Information to any subcontractor or, as instructed by County, to any other third party providing services to County under this Agreement

as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. In accordance with applicable legal and disaster recovery requirements, each party may store copies of Confidential Information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

- G. The County must comply with the Florida Statutes as it relates to the definition of Confidentiality. Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.
- H. The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice (to the extent legally permitted) of such requirement to the disclosing party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek, at disclosing party's sole cost and expense, an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be

deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Each party shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to this Agreement. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. This Agreement may be terminated by Vendor for County's material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving

future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. Vendor may terminate this Agreement in whole or in part for convenience by giving sixty (60) calendar days written notice to the County. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the

County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

A. To the extent Vendor's performance of the Services does not comply in any material respect with the terms of this Agreement and is not due to the County's failure to perform, Vendor shall re-perform any defective or non-conforming Services. The County reserves the right to reject any or all materials if, in its reasonable judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and

every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County’s review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor’s Representative

County’s Representative

Aon

Address: Aon
 200 East Randolph Street
 Chicago, IL 60601
 Attn.: Law Department

Name: Mary Tucker

Title: Procurement Management Director

Address: P.O. Box 398 Fort Myers, FL 33902

Telephone: (239) 533-8881

Facsimile: (239) 485-8383

Email: mtucker@leegov.com

- J. Any change in the County’s or the Vendor’s Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

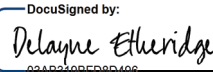
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

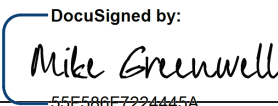
Signed By: 
 Print Name: Meghan Thomas

AON BENEFITS & INSURANCE SERVICES, INC.

Signed By: 
 Print Name: Delayne Etheridge
 Title: SVP South Region Health Leader
 Date: July 29, 2024

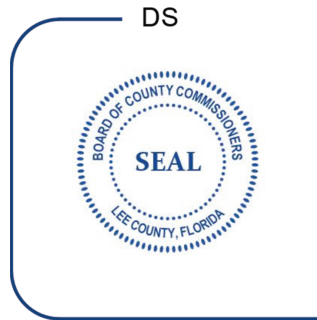
LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

Signed By: 
 Print Name: Mike Greenwell
 Title: Chair
 Date: 9/16/2024 | 7:56 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: 
77C37938E6744EA
 DEPUTY CLERK



APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

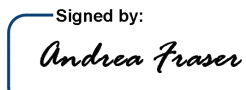
BY: 
DZB0A432435E448
 OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A DETAILED SPECIFICATIONS

VER 01-24-24

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide employee insurance benefits consulting and actuarial services.

2. BASIC SERVICES FOR EMPLOYEE INSURANCE BENEFITS CONSULTANT

2.1. Vendor shall advise the County on the most responsible process for the purchase and administration of the County's health, dental, life, disability, vision plans and insurance related products.

2.2. Vendor shall meet regularly with Lee County representatives to provide guidance to the County on the most responsible process for the purchase and administration of the County's medical, pharmacy, dental, life, disability, vision, stop loss, and ancillary plans to ensure legal compliance, sustainability, and cost-effectiveness. At minimum two (2) of these guidance meetings shall be onsite/in-person per year. Guidance shall focus on specific, measurable, achievable, relevant, and time-bound goals to ensure a strategic approach to benefits management.

2.2.1. Vendor shall assist the County in preparing bid specifications and documents.

2.2.2. Vendor shall analyze and evaluate bids/proposals received, attend Evaluation Meeting(s), advise the County on what combination of benefits is most effectively bid as a unit, and provide recommendations to the County as to which bid/proposal is in the best interest of the County.

2.2.3. Vendor shall assist in the bid protest procedures as needed.

2.2.4. Vendor shall assist in Retiree Drug Subsidy.

2.2.5. Vendor shall assist in Health & Wellness Initiatives.

2.2.6. Vendor shall assist with financial analyses mandated by State, Local and Federal governmental boards.

2.2.7. Vendor shall assist in the overall benefits strategy, design, and pricing.

2.2.8. Vendor shall assist with the negotiation of rates with Vendors for new contracts, as well as renewals.

2.2.9. Vendor shall assist with providing education on benefit issues to staff.

2.2.10. Vendor shall assist with coordination pre and post implementation audits.

2.2.11. Vendor shall advise on legislative updates that may impact the administration of the County's benefits plan.

2.2.12. Vendor shall examine utilization data to determine trends and analysis for guidance compared to industry benchmarks.

2.3. Upon request, Vendor shall provide reports and analysis of market conditions, both within State of Florida and nationwide. Advise the County, as requested the best means for providing quality health care insurance for its employees, including but not limited to, plan design and employee communication.

2.4. As a quality improvement partner, Vendor shall avail themselves to discuss and make recommendations on plan design and other benefits matters.

3. BASIC SERVICES FOR ACTUARIAL AUDITOR

3.1. Vendor shall prepare actuarial reports for County's self-funded health/dental insurance plans including three-year projections.

3.2. Vendor shall prepare and submit all required reporting of the health/dental plan to the State of Florida.

3.3. Vendor shall prepare funding analysis as required for any proposal plan changes.

3.4. Vendor shall perform an actuarial accounting and reporting of costs and obligations, in accordance with the Governmental Accounting Standards Board (GASB) 45, of costs and obligations related to Lee County's other postemployment benefits (OPEB).

VER 01-24-24

4. COMMUNICATIONS

- 4.1. Vendor shall assist with preparing polished, articulate, well packaged information and materials to communicate benefits to employees, County leadership, Constitutional entities and Board of County Commissioners.

End of Detailed Specifications

EXHIBIT B
FEE SCHEDULE

Be it known that on February 13, 2024 Aon Benefits & Insurance Services, Inc. submitted a proposal in response to Lee County's solicitation known as RFP230620CJV Employee Benefits Consultant and Actuarial Auditor.

The fee proposal, provided under Tab 3: Firm Plan of Approach & Pricing of Aon's response to RFP230620CJV, stated the annual price for their services as specified would be \$195,000 annually, to be billed in monthly installments.

During the negotiation phase of this contract, Lee County requested a best and final offer from Aon to which Aon responded with a reduced annual price of \$192,000.

By virtue of the signing of this agreement, parties agree to Aon's best and final offer of \$192,000 annually, to be billed in monthly installments.

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, contractual liability exposures with minimum limits of:
\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per **claim/aggregate**

Revised 11/30/2021 – Page 2 of 2

BOARD OF COUNTY COMMISSIONERS

e. Cyber Liability - Coverage shall include but not limited to liability for data breaches,

privacy liability, and network security for losses arising from disclosure of confidential information. Retro date, prior to commencement of the job.

Cyber coverage is included in E&O policy reference above.

\$1,000,000 per **claim/aggregate**

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies", in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

- 1.** An appropriate "Indemnification" clause shall be made a provision of the contract.
- 2.** It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: July 29, 2024

STATE OF Illinois

COUNTY OF Lake

DocuSigned by:
Delayne Etheridge
09A0919DF00D49C...

Signature

Delayne Etheridge SVP South Region Health Lead

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29th day of July, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: Aon colleague badge.

Type of Identification

[Stamp/seal required]



DocuSigned by:
[Signature]
EAB0129FA1A4473...

Signature, Notary Public