

AGREEMENT FOR INSURANCE BROKER/AGENT SERVICES

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 Risk Management Associates, Inc., a Florida corporation, whose address is 300 North Beach Street, Daytona Beach, FL 32114, and whose federal tax identification number is 59-2445801, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase broker/agent services for its All Lines coverages in its insurance/self-insurance program from the Vendor in connection with "Insurance Broker/Agent: All Lines" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP220125CJV on March 1, 2022 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on April 18, 2022; 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, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications section of RFP220125CJV, a photocopy of said section being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP220125CJV, 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.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for a period of three (3) years. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement

term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- 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.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. 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. 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 which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or 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.

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, on a primary basis and 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 named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- 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 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.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

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. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. 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. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its 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.

XV. 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 United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:


<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	Michelle Martin	Names:	Roger Desjarlais Mary Tucker
Title:	Senior Vice President	Titles:	County Manager Procurement Management Director
Address:	300 N. Beach Street Daytona Beach, FL 32114	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	386-239-4047	Telephone:	(239) 533-2221 (239) 533-8881
Facsimile:	386-239-4049	Facsimile:	(239) 485-2262 (239) 485-8383
Email:	michelle.martin@bbrown.com	Email:	rdesjarlais@leegov.com 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


[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: 
Print Name: Michelle Martin

RISK MANAGEMENT ASSOCIATES, INC.

Signed By: 
Print Name: Matthew Montgomery
Title: Executive Vice President
Date: 7-19-22



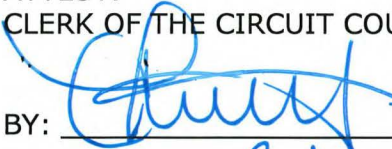
LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
CHAIR

DATE: 8/18/22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: 
C. Jagodzinski
DEPUTY CLERK

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

BY: 
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
DETAILED SPECIFICATION
DETAILED SPECIFICATIONS

GENERAL SCOPE OF PROJECT

1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide broker/agent services, with experience in the property and casualty insurance industry, working with Florida public entities of similar size and diversity as the County, for its All Lines coverages in its insurance/self-insurance program.

DETAIL SCOPE / TECHNICAL SPECIFICATIONS

1. Vendor shall demonstrate its ability to provide the following scope of services in the marketing and servicing of public property and casualty insurance program.
2. Vendor shall annually solicit insurance coverage proposals and programs from interested markets. The goal of this project shall be to evaluate and recommend the most effective risk financing program in terms of protection and cost. It is the intent of the County to review various risk financing strategies including programs which encompass the County's current risk financing arrangement and may include first dollar, self-insured retention, large deductible, loss sensitive programs or other programs which would be appropriate for review.
3. Vendor shall prepare a project timeline and shall be responsible for developing (with staff) a marketing strategy; making presentations; and implementing the program to include negotiations with carriers and other appropriate parties. A renewal proposal should be presented to the Risk Program Manager no later than second week of August of each year, but in no case shall the renewal program be presented later than September 1st of each year. The County reserves the right to alter this schedule, depending upon market conditions or any other decision factors to include direction by senior management or direction by the Board of Commissioners.
4. Vendor shall provide a written renewal. Presentation shall include, at a minimum, the following elements: a financial analysis of the renewal; a summary of the overall state of the market by coverage line (capacity, rate trends, coverage trends); a description of material changes in policy terms and their effect on the program; and recommendations regarding potential program alterations and their financial impacts.
5. Vendor shall provide consulting assistance to Risk Management staff regarding the development and maintenance of contractual insurance standards and provide advice as to the appropriate types and levels of coverage necessary for proposed County contracts, as needed, and conference with County firms regarding contract issues as needed.
6. Vendor shall coordinate the approval of selected third-party administrators with the appropriate excess carrier.
7. Vendor shall review accounting data received from carriers to assess accuracy and initiate billing activity; resolve accounting differences or discrepancies.
8. Vendor shall issue binders and insurance certificates of coverage on behalf of the County.
9. Vendor shall analyze insurance market trends and report in advance on the affect that trends will have on pricing and coverage availability.
10. Vendor shall provide up to sixteen (16) hours or equivalent training services to County staff per year on insurance and risk management topics, as needed.
11. Vendor shall provide annual policy data entry services to keep the policy archive current.
12. Vendor shall provide routine verbal consulting advice on safety and loss control matters as they relate to the County's risk management program.

13. Vendor shall provide access to consulting advice regarding the potential for utilizing new and emerging risk financing programs. The fee for the implementation of such programs is to be included in this proposal.
14. Vendor shall provide the resources and information necessary to support the County's Risk Management operations such as ACORD forms or specialty applications; standard and manual rates; access to classification standards; policy forms; etc.
15. Vendor shall provide claims management support as needed. Provide onsite claims support for functions related to natural or man-made disasters, if needed.
16. Vendor shall designate a highly qualified service team to provide services to the County's Risk Management staff, and make named team available for planning meetings, as well as any meetings necessary to complete assigned projects.
17. Vendor shall provide onsite catastrophe claims management assistance, if requested, to assist the County in preparing, submitting, and managing the event.

End of Detailed Specifications



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: March 1, 2022

Solicitation No.: RFP220125CJV

Solicitation Name: Insurance Broker/Agent: All Lines

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **DELETE**
 - a. From page 20 SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA
TAB 6: Local Vendor Preference
2. **ADD**
 - a. To page 20 SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA
TAB 6: Local Vendor Preference
 - If applicable, provide documentation supporting your firm's physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
 - All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen

Christy VanAllen, Procurement Analyst
Direct Line: 239-533-8839
Lee County Procurement Management



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: March 14, 2022

Solicitation No.: RFP220125CJV

Solicitation Name: Insurance Broker/Agent: All Lines

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS:

- a. Add 2 Attachment A 2022 Renewals (02.03.2022)
- b. Add 2 Attachment B Lee BOCC Property Schedule 21-22 (Summary)
- c. Add 2 Attachment C REVISED Form 1
- d. Add 2 Attachment D REVISED Sealed Proposal Label

2. QUESTIONS/ANSWERS

1.	Does the tab 5 pricing page count towards total page count?
Answer	Yes, pricing proposal is subject to page count restriction.
2.	Does the tab 6 Local Preference documentation count towards total page count?
Answer	Page count restriction excludes required forms. Form 5 – Affidavit of Principal Place of Business is a required form. Additionally, resumes are not subject to page count restriction.
3.	Please provide a copy of property schedule, including a statement of values.
Answer	See attachment B Lee BOCC Property Schedule 21-22 (Summary)
4.	Please provide a copy of all current flood policies.
Answer	See attachment A 2022 Renewals
5.	We do not see that it specifies if all references must be public. Please advise if we can use private sector clients as references.
Answer	References shall be for projects of similar scope and size to that being requested in this solicitation. References are not required to be from public sector projects.
6.	On “Form 1- Solicitation Response Form” the deadline date is pre-filled with “3/16/2022” however, the RFP submission schedule shows the submission deadline as 3/31/2022. Please clarify what the date of final submission is.

Answer	Proposals are due March 31, 2022. Please use Attachment C Revised Form 1 and Attachment D Revised Sealed Proposal Label when submitting your proposal.
7.	Do the 3 reference forms that are to be completed by the reference, count towards total page count?
Answer	Page count restriction excludes required forms. Form 3 – Reference Survey is a required form.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen

Christy VanAllen, Procurement Analyst
Direct Line: 239-533-8839
Lee County Procurement Management

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
FLOOD SCHEDULE
2021-2022

Location #	Location Address	Date	Policy #	Zone / Rated	Building	Contents	Building Deductible	Contents Deductible	2021-2022 Premium	2020-2021 Premium
4	Olga Water Treatment Plant Maintenance Bldg 1450 Werner Drive Alva, FL 33920	2021-22, 01/15	09 1151055945	AE/A07	500,000	385,900	1,250	1,250	6,115	\$ 6,086
5	Olga Water Treatment Plant Ammonia Bldg. 1450 Werner Drive Alva, FL 33920	2021-22, 01/15	09 1151055946	AE/A07	30,300	66,200	1,000	1,000	1,354	\$ 1,342
3	Bonita Beach Restrooms 27964 Hickory Blvd. Bonita Springs, FL 33923	2021-22, 01/15	09 1151055947	VE/VE	121,000	-	2,000	-	2,319	\$ 2,181
2	Olga Water Treatment Plant High Service Pump 1450 Werner Drive Alva, FL 33920	2021-22, 01/15	09 1151055948	AE/A07	108,900	441,000	1,250	1,250	3,639	\$ 3,598
6	Lynn Hall Memorial Park 950 Estero Blvd. Fort Myers Beach, FL	2021-22, 04/26	09 1151242992	A12	110,000	11,000	1,250	1,250	4,375	\$ 12,109
7	Lakes Park Welcome 7330 Gladiolus Rd Fort Myers, FL 33908	2021-22, 06/19	09 1151100914	A10	11,000	-	1,000	-		\$ 389
12	Restroom - North 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133804	A07	33,700	-	2,000	-		\$ 781
30	DBE Building 17155 Pine Ridge Rd Ft. Myers Beach, FL 33931	2021-22, 08/14	09 1151133805	A10	500,000	500,000	1,250	1,250		\$ 6,235
21	Pine Island Library 10700 Russell Road Bokeelia, FL 33922	2021-22, 08/14	09 1151133806	A09	399,300	500,000	1,250	1,250		\$ 3,176
20	Community Center 4940 Buckingham Road East Ft. Myers, FL 33905	2021-22, 08/14	09 1151133807	A06	84,400	71,300	1,000	1,000		\$ 814
19	Community Center 2325 S. Olga Drive East Ft. Myers, FL 33905	2021-22, 08/14	09 1151133808	A07	186,400	22,300	1,250	1,250		\$ 1,028
22	Phillips Park Bath House 5675 Sesame Drive Bokeelia, FL 33922	2021-22, 08/14	09 1151133809	A09	87,300	7,000	1,000	1,000		\$ 984
9	L.C. Sheriff's Residence 300 Sea Breeze Boca Grande, FL 33921	2021-22, 08/14	09 1151133810	A10	94,500	-	1,000	-		\$ 610
10	Civic Center - Arena 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133811	A07	500,000	500,000	1,250	1,250		\$ 6,235
11	SW Florida Fair Office 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133812	A07	84,400	29,900	1,500	1,500		\$ 1,948
14	Restroom - East 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133813	A07	33,700	-	1,500	-		\$ 772

Flood Insurance Summary (21-22)

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LEE COUNTY BOARD OF COUNTY COMMISSIONERS
FLOOD SCHEDULE
2021-2022

Location #	Location Address	Date	Policy #	Zone / Rated	Building	Contents	Building Deductible	Contents Deductible	2021-2022 Premium	2020-2021 Premium
13	Restroom - South 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133814	A07	33,700	-	1,500	-		\$ 772
15	Restroom - West 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133815	A07	33,700	-	1,500	-		\$ 772
16	Civic Center Maintenance 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133816	A07	500,000	-	1,250	-		\$ 4,672
17	Exhibition Hall 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133817	A07	338,900	-	1,250	-		\$ 3,969
18	Civic Center Club House 11831 Bayshore Road North Ft. Myers, FL 33917	2021-22, 08/14	09 1151133818	A07	137,000	17,100	2,000	2,000		\$ 2,431
23	Phillips Park Concession 5675 Sesame Drive Bokeelia, FL 33922	2021-22, 08/14	09 1151133819	A09	28,700	6,400	2,000	2,000		\$ 853
27	DOT & E Sign Shop 190 Evergreen Road North Ft. Myers, FL 33903	2021-22, 08/14	09 1151133820	A10	27,900	500,000	1,000	1,000		\$ 1,137
28	Library 921 SW 39 Terrace Cape Coral, FL 33914	2021-22, 08/14	09 1151133821	A08	500,000	500,000	1,250	1,250		\$ 1,879
8	Community Center 131 1st Street West Boca Grande, FL 33921	2021-22, 08/14	09 1151133822	A10	500,000	72,500	2,000	2,000		\$ 11,548
24	Mattacha Community Ctr. 2577 Pine Island Road Mattacha, FL 33909	2021-22, 08/14	09 1151133823	A09	118,900	3,900	2,000	2,000		\$ 1,895
26	DOT & E Depot 1190 Evergreen Road North Ft. Myers, FL 33903	2021-22, 08/14	09 1151133824	A10	42,200	191,100	2,000	2,000		\$ 5,267
29	Adm. Thickening 17155 Pine Ridge Rd Ft. Myers Beach, FL 33931	2021-22, 08/14	09 1151133825	A10	389,300	500,000	2,000	2,000		\$ 18,101
33	DOT Depot 170 Park Avenue Boca Grande, FL 33921	2021-22, 08/14	09 1151133827	A10	140,100	22,500	2,000	2,000		\$ 2,599
25	Public Health/Tax Collector 83 Pondella Rd. NE North Ft. Myers, FL 33903	2021-22, 08/14	09 1152136729 00	X	129,600	16,200	1,250	1,250		\$ 2,455
32	Captiva Library 11560 Chapin Lane Captiva, FL 33924	2021-22, 08/14	09 1151133829	V14	-	500,000	-	2,000		\$ 35,236
34	Rulerburg Park Pump House 6480 S. Pointe Blvd Ft. Myers, FL 33907	2021-22, 08/14	09 1151133830	A10	133,100	289,400	1,250	1,250		\$ 2,037
40	Headworks Structure 17155 Pine Ridge Road Ft. Myers, FL 33931	2021-22, 08/14	09 1151133831	A10	290,200	-	1,250	-		\$ 2,655

Flood Insurance Summary (21-22)

3

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
FLOOD SCHEDULE
2021-2022

Location #	Location Address	Date	Policy #	Zone / Rated	Building	Contents	Building Deductible	Contents Deductible	2021-2022 Premium	2020-2021 Premium
41	Public Safety Building 14750 Six Mile Cypress Pkwy Ft. Myers, FL 33907	2021-22, 08/14	09 1151133832	A14	500,000	500,000	1,250	1,250		\$ 1,879
37	Lake Park Maintenance Bldg 7330 Gladiolus Drive Ft. Myers, FL 33908	2021-22, 08/14	09 1151268083	A10	66,000	27,000	1,000	1,000		\$ 4,542
39	Flammable Storage Bldg 17155 Pine Ridge Road Ft. Myers, FL 33931	2021-22, 08/14	09 1151268084	A10	7,400	6,100	1,000	1,000		\$ 1,393
38	Bowman Bah 1700 Bowman Beach Rd Sanibel, FL 33957	2021-22, 08/14	09 1151268085	A09	133,100	-	1,250	-		\$ 13,930
35	Lake Park Consession 7330 Gladiolus Drive Ft. Myers, FL 33908	2021-22, 08/14	09 1151268086	A10	135,700	23,200	1,250	1,250		\$ 18,915
36	Sheriff Residence 350 Wheeler Boca Grande, FL 33921	2021-22, 08/14	09 1151270116	A10	110,400	-	1,250	-		\$ 6,240
TOTAL									\$ 17,802	\$ 193,445

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
PROPERTY SUMMARY UPDATED 21-22**

<u>PROPERTY</u>	<u>TOTAL</u>
Buildings including PITO	\$ 791,280,220
Contents including EDP	\$ 248,492,053
Misc. - Street Signs & Traffic Signals	\$ 59,437,000
Property Schedule tab total (all of the above)	\$ 1,099,209,273
Fine Arts Floater	\$ 635,275
Physical Damage Value - Major Equipment	\$ 6,747,032
Physical Damage Values - Licensed for Road Use/Automobiles	\$ 38,013,948
Mechanics Tools	\$ 341,000
Voting Machines and Equipment	\$ 2,107,587
Business Interruption	\$ 1,500,000
Watercraft	\$ 205,000
Grand Total	\$ 1,148,759,116

<u>SUB-LIMITS</u>	
Extra Expense	\$ 5,000,000
Contractor's Materials	\$ 5,000,000
Misc. - CCC & Unnamed Locations	\$ 1,000,000
Misc - Rented Equipment CCC <i>sublimited at \$250,000 / \$1,000,000</i>	\$ 1,000,000
Valuable Papers	\$ 1,000,000
Accounts Receivable	\$ 1,000,000
Transit	\$ 400,000

ALL VALUES SUBMITTED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND REPRESENT THE REPLACEMENT COST VALUES.

Signature: 

Name: Mike Figueroa, Risk Program Manager

Date: March 14, 2022



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 3/31/2022

SOLICITATION IDENTIFICATION: RFP220125CJV

SOLICITATION NAME: Insurance Broker/Agent: All Lines

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL _____

CORPORATE OR MAILING ADDRESS: _____

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

- 1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
2 Scrutinized Companies Certification: Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form **"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form)

Business Relationship NOT Applicable

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

Yes

No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature

(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

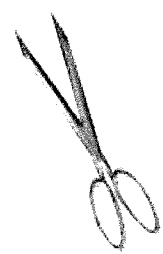
(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	RFP220125CJV
SOLICITATION TITLE:	Insurance Broker/Agent: All Lines
DATE DUE:	Thursday, March 31, 2022
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



*Notice: the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: March 23, 2022

Solicitation No.: RFP220125CJV

Solicitation Name: Insurance Broker/Agent: All Lines

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Would you please provide a schedule of the County's current insurance policies, including lines of coverage, carriers, expiration dates, and annual premiums?																																																																																																																				
Answer	<table border="1"> <thead> <tr> <th>Coverage</th> <th>Carrier</th> <th>Expiration</th> <th>Premium</th> </tr> </thead> <tbody> <tr> <td>Accidental Death & Dismemberment</td> <td>Hartford Life (Parks & Rec)</td> <td>08/22/22</td> <td>4,935</td> </tr> <tr> <td>Accidental Death & Dismemberment</td> <td>National Union Fire (Public Safety)</td> <td>10/01/22</td> <td>2,566</td> </tr> <tr> <td>Boiler & Machinery</td> <td>Travelers Property & Casualty</td> <td>10/01/22</td> <td>39,883</td> </tr> <tr> <td>Crime</td> <td>Travelers Casualty & Surety</td> <td>10/01/22</td> <td>10,449</td> </tr> <tr> <td>Cyber Liability</td> <td>ACE American</td> <td>10/01/22</td> <td>67,513</td> </tr> <tr> <td>Excess Casualty (FPL Agreement)</td> <td>Allied World</td> <td>10/01/22</td> <td>159,241</td> </tr> <tr> <td>Excess Casualty (FPL Agreement)</td> <td>HDI Global</td> <td>10/01/22</td> <td>84,527</td> </tr> <tr> <td>Excess Liability & Workers' Comp</td> <td>Safety National Casualty</td> <td>10/01/22</td> <td>529,622</td> </tr> <tr> <td>Flood</td> <td>Wright Flood (39 policies)</td> <td>Various</td> <td>213,973</td> </tr> <tr> <td>License & Permit Bond</td> <td>Travelers Casualty & Surety</td> <td>10/01/22</td> <td>350</td> </tr> <tr> <td>Pollution Liability</td> <td>Indian Harbor</td> <td>10/01/22</td> <td>38,544</td> </tr> <tr> <td>Property</td> <td>Arch Specialty</td> <td>10/01/22</td> <td>267,804</td> </tr> <tr> <td>Property</td> <td>Westchester Surplus Lines</td> <td>10/01/22</td> <td>991,471</td> </tr> <tr> <td>Property</td> <td>Velocity</td> <td>10/01/22</td> <td>200,054</td> </tr> <tr> <td>Property</td> <td>Lloyd's</td> <td>10/01/22</td> <td>425,054</td> </tr> <tr> <td>Property</td> <td>Landmark American</td> <td>10/01/22</td> <td>41,304</td> </tr> <tr> <td>Property</td> <td>Landmark American</td> <td>10/01/22</td> <td>439,254</td> </tr> <tr> <td>Property</td> <td>James River</td> <td>10/01/22</td> <td>41,129</td> </tr> <tr> <td>Property</td> <td>Endurance American Specialty</td> <td>10/01/22</td> <td>377,782</td> </tr> <tr> <td>Property</td> <td>Evanston</td> <td>10/01/22</td> <td>500,054</td> </tr> <tr> <td>Property</td> <td>AXIS Surplus</td> <td>10/01/22</td> <td>74,304</td> </tr> <tr> <td>Property</td> <td>Everest Indemnity</td> <td>10/01/22</td> <td>82,554</td> </tr> <tr> <td>Property</td> <td>Aspen Specialty</td> <td>10/01/22</td> <td>94,554</td> </tr> <tr> <td>Property - Misc. Bridges</td> <td>Westchester Surplus Lines</td> <td>10/01/22</td> <td>318,379</td> </tr> <tr> <td>Property - Misc. Bridges</td> <td>Lexington</td> <td>10/01/22</td> <td>348,608</td> </tr> <tr> <td>Property - Toll Bridges</td> <td>Westchester Surplus Lines</td> <td>10/01/22</td> <td>459,234</td> </tr> <tr> <td>Property - Toll Bridges</td> <td>Lexington</td> <td>10/01/22</td> <td>560,233</td> </tr> <tr> <td>Public Officials Bonds</td> <td>Travelers Casualty & Surety (4-yr Terms)</td> <td>Various</td> <td>2,752</td> </tr> </tbody> </table>	Coverage	Carrier	Expiration	Premium	Accidental Death & Dismemberment	Hartford Life (Parks & Rec)	08/22/22	4,935	Accidental Death & Dismemberment	National Union Fire (Public Safety)	10/01/22	2,566	Boiler & Machinery	Travelers Property & Casualty	10/01/22	39,883	Crime	Travelers Casualty & Surety	10/01/22	10,449	Cyber Liability	ACE American	10/01/22	67,513	Excess Casualty (FPL Agreement)	Allied World	10/01/22	159,241	Excess Casualty (FPL Agreement)	HDI Global	10/01/22	84,527	Excess Liability & Workers' Comp	Safety National Casualty	10/01/22	529,622	Flood	Wright Flood (39 policies)	Various	213,973	License & Permit Bond	Travelers Casualty & Surety	10/01/22	350	Pollution Liability	Indian Harbor	10/01/22	38,544	Property	Arch Specialty	10/01/22	267,804	Property	Westchester Surplus Lines	10/01/22	991,471	Property	Velocity	10/01/22	200,054	Property	Lloyd's	10/01/22	425,054	Property	Landmark American	10/01/22	41,304	Property	Landmark American	10/01/22	439,254	Property	James River	10/01/22	41,129	Property	Endurance American Specialty	10/01/22	377,782	Property	Evanston	10/01/22	500,054	Property	AXIS Surplus	10/01/22	74,304	Property	Everest Indemnity	10/01/22	82,554	Property	Aspen Specialty	10/01/22	94,554	Property - Misc. Bridges	Westchester Surplus Lines	10/01/22	318,379	Property - Misc. Bridges	Lexington	10/01/22	348,608	Property - Toll Bridges	Westchester Surplus Lines	10/01/22	459,234	Property - Toll Bridges	Lexington	10/01/22	560,233	Public Officials Bonds	Travelers Casualty & Surety (4-yr Terms)	Various	2,752
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2.	Would you please provide us with a copy of the current contract for Insurance Broker/Agent All Lines, including remuneration?
Answer	Contract can be found under RFP160297/LKD – Insurance Broker/Agent: All Lines at Lee County's Procurement Management website https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4819&fn=Project2016-06-09T15_00_02.xml

3.	Would you please provide a copy of the current schedule of assets for property, contents, and inland marine?
Answer	See Addendum 2 Attachment B

4.	Under the current contract for Insurance Broker/Agent All Lines, is remuneration provided as a flat fee, commissions from insurance placements, a combination of both, or some other funding arrangement?
Answer	Flat Fee

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen

Christy VanAllen, Procurement Analyst
 Direct Line: 239-533-8839
 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

Contract Term	Fee Proposal	Estimated Commission
10/1/2022 to 9/30/2023	\$105,000	NFIP Commissions Only*
10/1/2023 to 9/30/2024	\$105,000	NFIP Commissions Only*
10/1/2024 to 9/30/2025	\$105,000	NFIP Commissions Only*
Additional 3 1-year extensions 10/1/2025 to 9/30/2028	\$105,000 Per Year	NFIP Commissions Only*

Our proposed fee for the 2022-2028 period is less than in 2006 (Fee was \$150,000 in 2006).

*The exception to the Fee Proposal is for policies that are written in the National Flood Insurance Program. This program is a Federal government program falling under the direction of FEMA. In April 2012 FEMA issued a memorandum of understanding directing the administrators (underwriting and policy issuance companies) to prohibit the practice of rebating or returning of commissions for flood policies written in the National Flood Insurance Program. Violations of this directive can result in agents having the contracts with NFIP administrators revoked. Consequently, Brown & Brown attorneys have determined that in order to maintain our good standing with NFIP and supporting administrators we will comply with this directive for all NFIP policies and all broker agreements. We estimate the current annualized commissions for these placements to be \$34,450.

Included within our Flat Fee Proposal is up to a \$5,000 annual safety grant:

Intended to allow the County flexibility of choice for loss control, safety and compliance-related services. These services can include risk-reducing activities, training, education, and equipment. Recently, funding has been utilized to provide such critical tools as:

- ✓ Material Safety Data Sheets database
- ✓ Job hazard-focused Online Training
- ✓ Access to the Chemical Spill Hotline

Intermediaries:

We agree to continue providing a limitation on Brown & Brown Domestic Wholesale Intermediary commissions to: 4-7.5% depending on premium size and standard commissions for various lines of coverage and/or insurance companies.

We are willing to consider any form of remuneration desired by the County and will negotiate another structure on request.

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Professional Liability

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, independent contractors, 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 or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

"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."

Revised 03/26/2018 – Page 1 of 2



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.

Revised 03/26/2018 – Page 2 of 2
End of Insurance Guide section

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: 7-19-22

Signature

STATE OF Florida
COUNTY OF Volusia

Matthew Montgomery, Exec. V. P.
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of July, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____.

[Stamp/seal required]



Robin Lee Russell
Signature, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2022

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

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

PRODUCER Brown & Brown of Florida, Inc. P O Box 2412 Daytona Beach FL 32115	CONTACT NAME: Ara Dresner PHONE (A/C, No, Ext): (386) 239-5757 E-MAIL ADDRESS: Ara.Dresner@bbrown.com	FAX (A/C, No): (386) 239-6190
	INSURER(S) AFFORDING COVERAGE	
INSURED BROWN & BROWN INC ETAL RISK MANAGEMENT ASSOCIATES, INC. PO Box 2412 Daytona Beach FL 32115	INSURER A: Travelers Property Casualty Company of America NAIC #: 25674	
	INSURER B: XL Specialty Insurance Company NAIC #: 37885	
	INSURER C: The Continental Insurance Company NAIC #: 35289	
	INSURER D: The Charter Oak Fire Insurance Company NAIC #: 25615	
	INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 22022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2JGLSA-9527B874-22	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-9527B862-22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 50,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60111849429	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1R870198-22-51-K	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	INS AGENTS E&O			US00106979E022A	01/01/2022	01/01/2023	LIMIT 20,000,000 AGGREGATE 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP220125CJV INSURANCE BROKER/AGENT: ALL LINES.
LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY PER FORM CG D2 48 04 19.

CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FT MYERS FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED BROWN & BROWN INC ETAL	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

INSURER A-WORKERS COMPENSATION-POLICY UB-1R861269-22-51-TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA-EFF 1-1-22 TO 1-1-23, LIMITS 1,000,000/1,000,000/1,000,000 - COVERS AZ, WI, MA