



Advertise Date: 6/10/2016

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

## **Request for Proposal (RFP) (Non-CCNA)**

Solicitation No.:	<b>RFP 160297/LKD</b>		
Solicitation Name	<b>Insurance Broker/Agenda: All Lines</b>		
Open Date/Time:	<b>7/11/2016</b>	<b>Time: 2:30 PM</b>	
Location:	<b>Lee County Procurement Management</b> <b>1500 Monroe Street 4th Floor</b> <b>Fort Myers, FL 33901</b>		
Procurement Contact:	<b>Lori DeLoach, CPPB</b>	<b>Title Procurement Analyst</b>	
Phone:	<b>(239) 533-8881</b>	Email:	<b>LDeLoach@leegov.com</b>
Requesting Dept.	<b>County Administration</b>		
<b>Pre-Solicitation Meeting:</b>			
Type:	<b>No meeting scheduled at this time</b>		
Date/Time:			
Location:			

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)



6/10/2016

**Notice to Contractor / Vendor / Proposer(s)**  
**RFP#160297/LKD Insurance Broker/Agent: All Lines**

**REQUEST FOR PROPOSAL**

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for  
**RFP160297LKD Insurance Broker/Agent: All Lines**

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**2:30 PM Monday, July 11, 2016**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://www.Leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.Leegov.com/procurement](http://www.Leegov.com/procurement). It is the proposers responsibility to check for posted information. The County may not accept incomplete proposals.

**There will be no Pre-proposal Conference for this RFP**

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours. Lori DeLoach [LDeLoach@LeeGov.com](mailto:LDeLoach@LeeGov.com)

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

RFP160297LKD Insurance Broker/Agent: All Lines

## **GENERAL CONDITIONS**

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Proposal", and opened immediately thereafter by the Procurement Management Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation.

### **1) SUBMISSION OF PROPOSAL:**

- a) Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  - i) The envelope exterior: (label included in forms section)
    - (1) Marked with the words "Sealed Proposal"
    - (2) Name of the firm submitting the quotation
    - (3) Title of the proposal
    - (4) Proposal number
  - ii) The envelope shall include:
    - (1) One (1) original hard copy of the proposal submittal
    - (2) Six (6) electronic CD ROM or flash drive sets of the proposal submittal
      - (a) One single adobe PDF file and should be copied **in the same order as the original hard copy.**
      - (b) Limit the color and number of images to avoid unmanageable file sizes.
      - (c) Use a rewritable CD and **do not lock files.**
      - (d) If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive.
- b) Proposals are to include the following:
  - i) The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
  - ii) Required forms
  - iii) All other pertinent documentation required in the Request for Proposal.

- 2) **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- 3) **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- 4) **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- 5) **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.

- 6) **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- 7) **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.
- 8) **ACCEPTANCE:**
- a) The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
- 9) **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:**
- a) The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.
    - i) Local Business Tax – Vendor shall submit within 10 calendar days after request.
    - ii) Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
    - iii) The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
    - iv) Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- 10) **PRE-PROPOSAL CONFERENCE**
- a) A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.
  - b) In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.
- 11) **LEE COUNTY PAYMENT PROCEDURES:**
- a) All vendors are requested to mail an original invoice to:
    - i) Lee County Finance Department
    - ii) Post Office Box 2238
    - iii) Fort Myers, FL 33902-2238
  - b) All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.
  - c) Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

- d) Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

## **12) LEE COUNTY BID PROTEST PROCEDURE**

- a) Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.
- b) The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.
- c) The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
- d) The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.
- e) The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.
- f) A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.
- g) Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.
- h) The Formal Written Protest shall contain the following:
  - i) County bid/proposal identification number and title.
  - ii) Name and address of the affected party, and the title or position of the person submitting the Protest.
  - iii) A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
  - iv) A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
  - v) All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
  - vi) A statement indicating the relief sought by the affected (protesting) party.
  - vii) Any other relevant information that the affected party deems to be material to Protest.
- (1) Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the

contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

- (2) The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.
- (3) Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.
- (4) Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.
- (5) If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.
- (6) All formal bid/proposal solicitations shall set forth the following statement:
  - i) "FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

### **13) PUBLIC ENTITY CRIME:**

- a) Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

### **14) QUALIFICATION OF PROPOSERS: (unless otherwise noted)**

- a) Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

**15) ORDER OF PRECEDENCE:**

- a) If a conflict exists between the General Conditions and the technical/detailed specifications, then the technical/detailed specifications shall prevail. If a conflict exists between the technical/detailed specifications and the special conditions, then the special conditions shall prevail.

**16) WAIVER OF CLAIMS:**

- a) Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

**17) AUTHORITY TO PIGGYBACK**

- a) It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

**18) COUNTY RESERVES THE RIGHT**

- a) **Any Single Large Project**
  - i) The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.
- b) **Disadvantaged Business Enterprises (DBE's)**
  - i) The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.
  - ii) The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.
- c) **Anti-Discrimination**
  - i) The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:
    - (1) In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
    - (2) The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
    - (3) Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
    - (4) Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.
    - (5) Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

- (6) In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.
- (7) Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.
- (8) The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.
- (9) The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

#### **19) AUDITABLE RECORDS**

- a) The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

#### **20) DRUG FREE WORKPLACE**

- a) Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

#### **21) REQUIRED SUBMITTALS**

- a) Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

#### **22) TERMINATION**

- a) Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
  - i) The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.
  - ii) Any vendor who has voluntarily withdrawn from a formal proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

#### **23) CONFIDENTIALITY**

- a) Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.



## 24) ANTI-LOBBYING CLAUSE

- a) All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

## 25) INSURANCE (AS APPLICABLE)

- a) Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

## 26) CONFLICT OF INTEREST

- a) All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:
- b) The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.  
And:
- c) A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- d) Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

## 27) WARRANTY/QUALITY GUARANTY/SUBSTITUTION(S) (APPROVED ALTERNATE)

- a) Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- b) Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, no later than ten (10) business days prior to the bid opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- c) A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

- d) The equipment must be warranted for twelve (12) months, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service.
- e) If any product does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, 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. Also, the vendor shall refund to County any money which has been paid for same.

## **28) COUNTY INTERPRETATION/ADDENDA**

- a) No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to the Lee County Division of Procurement Management and **received no later than eight (8) calendars days prior to the bid opening date.**
- b) All such interpretations, any supplemental instructions and/or any modifications to the Bidding Documents deemed advisable by the COUNTY will be issued as a written Addendum and made available to all known BIDDERS through the COUNTY's Web Site, not later than five calendar days (excluding Saturdays, Sundays and Holidays), prior to the bid opening date. Questions will not be accepted during the last seven days prior to bid opening date, unless otherwise specified by the Lee County Division of Procurement Management Office. All Bidders should check the COUNTY'S Web Site or contact the COUNTY'S Division of Procurement Management Office at least five calendar days before the bid receiving date to verify information regarding Addenda. Failure to do so may result in rejection of the bid as non-responsive. Bidder shall acknowledge receipt of all Addenda by COUNTY'S Web Site at [www.leegov.com/procurement](http://www.leegov.com/procurement)
- c) It is the sole responsibility of the BIDDER to ensure he/she obtains information related to Addenda. All Addenda shall become part of the Contract Documents.

## **29) CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

- a) The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

## **30) MAJOR BREAKDOWNS/NATURAL DISASTERS**

- a) Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.
- b) Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

## **31) DESIGNATED CONTACT**

- a) The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

## **32) AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

- a) The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

### 33) EVALUATION PROCESS AND CRITERIA

- a) Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.
- b) Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.
- c) Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria: **The following criteria are listed in random order, not in order of importance.**
  - i) **Understanding of the Scope of Work**
    - (1) Responsiveness to the requirements of this RFP.
    - (2) Quality of Proposal as it addresses the needs presented in the Scope of Work.
    - (3) Demonstrated understanding of the project.
  - ii) **Technical Merits**
    - (1) Proposed work plan and methodology, including proposed formats for reviews and reporting.
    - (2) Ability to meet project requirements, including Proposer's demonstrated willingness to devote adequate resources to the project to ensure quality, timely completion.
  - iii) **Cost, if applicable**
  - iv) **Company Management**
    - (1) Business infrastructure.
    - (2) Financial status/stability.
    - (3) Project team organization and composition dedicated to this Contract.
    - (4) Location of Proposer's office from which project will be conducted.
  - v) **Experience/Expertise**
    - (1) Responsibility, capabilities, integrity and reliability of the firm.
    - (2) Experience doing similar projects for governments comparable in functions to Lee County.
    - (3) Demonstrated experience in the timely development, maintenance and administration of assessments/tests and in training staff relative to their use, analysis and revision.
    - (4) Number of year's proposer has been in the business of providing this type of service.
    - (5) Principle personnel including; quality, experience and expertise.
    - (6) Letters of reference
  - vi) **Ranking/Scoring**
    - (1) Following the initial evaluation process, the highest ranking (number one (1) being highest) Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.
    - (2) Lee County Procurement Management, Fort Myers, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The County reserves the right to reject any and all proposals or to waive any minor irregularity or technicality in the proposals received. Award will be made to the most **responsible** and **responsive** proposer within the evaluation criteria chosen for basis of award.
    - (3) If multiple evaluations are completed the following process will be followed:
      - (a) The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled and proposers ranked according to each evaluation committee members total points.
      - (b) **Ranking Method.** Lee County uses the Dense Ranking ("1223" ranking). In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the

immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2 ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").

- (c) Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.
- (4) The County reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Procurement Management Director.

### Scoring Criteria

Category	Category Title	Category Description	Points
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	15
2	Personnel	Personnel qualifications.	20
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	15
4	Proposal Requirements	Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request.	40
5	Price	Project price/Flat Fee	10
			100

### RFP Submission Schedule

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	06/10/2016	N/A
Pre-Proposal Meeting	None at this time	N/A
Proposal Question Deadline	8 Business days prior to	Prior to 5:00 PM
Proposal Due	07/11/2016	2:30 PM *
First Committee Meeting Short list discussion	07/21/2016	1:30 PM *
Notify Shortlist Selection via e-mail	TBD, optional	
Final Scoring/Selection Meeting	TBD, optional	
Commission Meeting	TBD	

#### Additional notes on Submission Schedule:

- \* Meeting Location: 1500 Monroe Street, Room 4D, Fort Myers FL 33901
- TBD, to be determined, if needed

**33) SELECTION/AWARD PROCESS**

- a) The selection will be made in accordance with Lee County Procurement Policy and applicable Florida Statutes. Some or all of the responding proposer(s) may be requested to provide interviews or presentations of their proposal (or both), for the ranking process. Upon successful completion of negotiations, the recommendation to award and Contract(s) will be submitted to the Board of County Commissioners for approval. If a satisfactory Contract(s) cannot be negotiated in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin Contract(s) negotiations with the next finalist.

**NOTE:** Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending).

**34) CONTRACT TERM/RENEWAL**

- a) Unless otherwise stated in the scope of work, specifications, or special conditions the **default contract term shall be one (1) year with three (3) one (1) year renewals for a total of four (4) years** upon mutual agreement of both parties. The County reserves the right to renew this proposal (or any portion thereof) and to negotiate pricing as a condition for each.

**35) AGREEMENTS/CONTRACTS**

- a) The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

**36) BID SECURITY AND FORFEITURE (Bond) (Construction)**

The BIDDER shall submit not less than **5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Security is to be submitted to the COUNTY.

The following types of Bid Security are acceptable:

- A Certified Check or a Cashier's Check, in the stated dollar amount of not less than **5% of proposed dollar amount**. Any Certified Checks or Cashier Checks submitted in lieu of a Bid Bond shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
- A Bid Bond may be submitted on Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than **5% of proposed dollar amount** (including Alternate(s) if applicable) shall accompany each Bid. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.
- Personal checks are not acceptable to Lee County as Bid Security.

The Bid Security of the Bidder will be retained until Bidder has executed the contract, whereupon the Bid Security may be returned. The Bid Security of other Bidders whom the COUNTY believes to have a reasonable chance of receiving the award may be retained by the COUNTY until the effective date of the Agreement, whereupon Bid Securities furnished by such Bidders may be returned.

If within seven calendar days after notification by Lee County of the COUNTY'S approval to award a contract, the successful BIDDER refuses or otherwise neglects to execute the required written contract, fails to furnish the required Public Payment and Performance Bond, or fails to submit the required Certificate of

Insurance, then the COUNTY may annul the Notice of Award. The amount of the BIDDER'S bid security shall be forfeited and may be retained by Lee County.

No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for recover of its bid security or as a defense to any action based upon its neglect or refusal to execute a written Contract.

**37) PUBLIC PAYMENT AND PERFORMANCE BOND (Construction)**

If required, in accordance with F.S. 255.05 and Lee County Ordinance 95-12-102, a Public Payment and Performance Bond provided issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful BIDDER. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the COUNTY from lawsuits for non-payment of debts incurred during the successful BIDDER'S performance under such Contract.

A public Payment and Performance Bond must be properly executed, by the Surety Company and successful BIDDER, and recorded with the Lee County Clerk of Court, within seven calendar days after notification by Lee County of the COUNTY'S approval to award the Contract. Only the form provided with the contract documents may be accepted.

A Clean Irrevocable Letter of Credit or Cash Bonds may be accepted by the COUNTY in lieu of the Public Payment and Performance Bond. Only the provided form with the contract documents will be accepted.

**38) QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the COUNTY, a Surety Company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

**39) LIQUIDATED DAMAGES (CONSTRUCTION)**

BIDDER hereby agrees, if this proposal is accepted, to commence Work under this Project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all Work on the Project within the Contract Time stipulated. BIDDER further agrees to pay the determined dollar amount in liquidated damages for each consecutive calendar day beyond final completion the Work is delayed.

- a. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD):
  - i. Liquidated damages will be based on the entire project amount per calendar day using the table below:

<b>Estimated Project Cost Over</b>	<b>Estimated Project Cost But Less than</b>	<b>Daily Charge Per Calendar Day</b>
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

**Or**

RFP160297LKD Insurance Broker/Agent: All Lines

- ii. **Liquidated Damages amount to be based on the following formula: Contract Price or GMP/Days to Substantial Completion \* 15-20% (TBD).**

The CONTRACTOR shall be liable to the COUNTY for per diem liquidated damages in the amount of \$TBD, for each day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

*End of section*

**Special Conditions:**

These are conditions that are in relation to this solicitation only and have not been included in the County standard Terms and Conditions or the Scope of Work.

Please compile proposal information in the following order

1	Qualifications of Company
2	Personnel
3	Services/References
4	Proposal Requirements
5	Required Forms



## **RFP160297/LD Insurance Broker/Agent: All Lines Detailed Specifications**

### **40. SCOPE**

All proposals must be made on the basis of the specification contained herein. This Request for Proposal (RFP) is issued by Lee County, Florida ("County") to request proposals for broker/agent information for its October 1, 2016, All Lines coverage's in its insurance/self-insurance program.

This RFP is issued to provide potential Proposers with information guidelines and rules to prepare and submit Proposal Documents. The submittal must satisfy all criteria established in this RFP to qualify for an award.

Agents/Firms are to submit their credentials and qualifications to the County for consideration during an insurance agent/insurer qualification process. Wherever herein the term "agents" is used it shall also mean brokers.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

### **41. BACKGROUND**

Lee County is located in southwestern Florida; the County government seat is situated in Fort Myers, south of the Tampa Bay area. The County population is about 720,000.

The County is governed by a Board of five elected County Commissioners and currently employs approximately 2,500 fulltime and part-time personnel. In addition to the five Commissioners, there are five elected Constitutional Officers: the Clerk of the Court, the Property Appraiser, the Sheriff, the Supervisor of Elections and the Tax Collector.

The Constitutional office of the Sheriff and Sheriff's department fall under the County's self-insurance program, for this solicitation the County's program shall include only the Sheriff's property. The Sheriff's department vehicles and casualty coverage are excluded from this solicitation.

Third Party Administration (TPA) services are not solicited herein.

### **42. CURRENT COVERAGE**

The County is self-insured for:

- a. Workers' Compensation (\$750,000 S.I.R. equivalent)
- b. Excess General and Automobile Liability and Public Officials' Liability (\$500,000 S.I.R.)
- c. Property insured for:
  - i. 5% deductible for named storm
  - ii. \$1,000,000 minimum
  - iii. \$75,000 for all other perils

### **43. POLICY DETAILS**

- a. Detail on the current program anniversary dates, coverage, and premiums are shown in a separate document titled "Schedule of Insurance Policies, October 1, 2015 – October, 1, 2016."
- b. The current property and excess casualty insurance program expires on October 1, 2016.
- c. The current Total of Insurable Values (TIV) is over \$1 billion and the program is a structured layer program.

#### 44. CONTRACT EFFECTIVE DATE, TERM

- a. Contract shall be effective October 1, 2016. The **initial contract is a term of three (3) years** from the date of the contract execution, with **three (3), one (1) year renewals for a total of six (6) years** upon mutual agreement of both parties, under the same terms and conditions. Price reductions may be done at anytime during the contract by addendum to the contract.

#### 45. EVALUATION OF PROPOSALS

- a. Qualifications of Company ([Evaluation Category 1](#))
  - i. Provide a history of your firm including number of years in existence and experience in performing the type of work required by this RFP.
  - ii. Experience with other public entities, preferably entities of similar size, complexity and magnitude is preferred.
  - iii. Background information should be furnished as applicable, regarding the size of agency, (particularly the location will serve the County), services, etc.
  - iv. Provide the location of agent servicing the account.
  - v. Proposing firms should state the amount of errors and omissions insurance maintained, and the name of the insurer providing the coverage. A minimum of \$1,000,000 per occurrence limit is preferred.
  - vi. Proposers should provide a narrative setting forth the key reasons they should be qualified by the County to be their agent for submitting insurance proposals. The narrative should emphasize issues that make them unique, or give them special advantages over other proposers.
- b. Financial Qualifications ([Evaluation Category 1](#))
  - i. Provide a brief description of your firm's financial condition, including a current annual financial report.
  - ii. Proposer shall demonstrate proof of ability to obtain and maintain, throughout the contract period, the insurance requirements as specified in the proposal documents. Please provide a copy of the Certificate of Insurance (COI).
  - iii. Provide a brief description of your firm's financial condition, including a current annual financial report.
  - iv. Proposer shall demonstrate proof of ability to obtain and maintain, throughout the contract period, the insurance requirements as specified in the proposal documents.
- c. Personnel Qualifications ([Evaluation Category 2](#))
  - i. Background information should be furnished as applicable, regarding personnel and qualifications (particularly of the agent/representative who will serve the County), services, etc.
  - ii. State the expected frequency of agent/representative service contact.
  - iii. List other persons designated to service the account.
  - iv. Background information should be furnished regarding the specific agent/representative who will serve the County, the degree of the agent's commitment to the County's account and the expected frequency of agent/representative service contact.
- d. References ([Evaluation Category 3](#))
  - i. Provide a minimum of three (3) customer references including contact names and phone numbers that your firm has provided Insurance Broker/Agent: All Lines services in the past two (2) years. The clients used as references shall be similar in size to Lee County and the scope of services provided to these clients shall be similar to those requested in this RFP.
- e. Negotiation experience/capabilities ([Evaluation Category 4](#))
  - i. The County expects proposers to commit to and provide examples of proactive and aggressive pursuit of negotiation of favorable policy terms, conditions and pricing of insurance coverages and related services. The response will be more important from independent agents who represent several insurers than from representatives of direct writers.
  - ii. Specifics should be provided if the agency has access to or control of specialty or unique markets or programs that are generally unavailable to other competitors.
- f. Insurance Market Assignment ([Evaluation Category 4](#))
  - i. Proposers are requested to state their preference of markets to be assigned for specific coverages and are required to indicate their ability to access such markets, e.g. agency contract or brokerage arrangement or exclusive contract.

- ii. Specifics should be provided if the agency has direct access to or control of specialty or unique markets or exclusive programs that are generally unavailable to other competitors.
- iii. The County will make final assignment of markets.
- iv. If property insurer coverage limits must be layered due to the size of the County's risk, the final insurance purchase decision may have to focus on primary layer(s) of insurance, e.g. the first \$10 million, and the best proposer may then be permitted to contact any and all other (excess) property insurers to fill out the total coverage limit, including insurers previously assigned to others.
- v. All provide quotes shall be by firms with an A rating or better as provided by A.M. Best Company or approved alternate.

**46. PENALTY FOR PREMATURE AND/OR UNUSED MARKET COMMITMENTS (Evaluation Category 4)**

- a. Proposers (other than insurers who will propose on a direct basis) attempting to reserve or actually reserving markets in advance of the County's publication of final specifications and market assignments or reserving markets that are not used may be disqualified.
- b. It will be acceptable at any time for proposers to discuss the County's desires with potential insurers, and to obtain indications of insurer willingness to submit proposals, but no commitments are to be obtained, because other interested parties may be contacting the same markets.

**47. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/ FINES/ PENALTIES (Evaluation Category 4)**

- a. Proposers to this RFP are asked to comment regarding investigations of wrong doings, litigation and/or settlements, and fines or penalties (anywhere in the U.S.) involving the agency and specific agents listed as projected to provide services to the County.
- b. The Proposal Summary Forms ask if you are invited to finalist interviews, are you willing to respond to questions from the interview committee on this subject matter, e.g. highlights of SEC 10Q litigation disclosures.

**48. SERVICE (Evaluation Category 4)**

- a. Proposers are required to provide details about the scope of services available, details of functions performed by local offices and information on staff personnel likely to be assigned to the County's account.
- b. Services shall include coordination of underwriting submissions, delivery and explanation of premium quotations, coverages, etc., issuance and delivery of policies as proposed, provision of ongoing services throughout the year to update coverage as needed, provision of loss control/safety services (be very specific in describing this service), premium/claims reporting, etc.

**49. SCOPE OF BROKER/AGENT SERVICES (Evaluation Category 4)**

The insurance agent to be contracted by the County to provide insurance agent services will be expected to provide the following services:

- a. Coordinate with the Risk Manager to assure that up-to-date exposure data is incorporated into issuance of newly purchased policies.
- b. Issue and deliver valid and timely binders for insurance policies purchased by the County. Assure that insurance policies being purchased will be delivered in accordance with the proposal(s) that were negotiated and/or accepted by the County.
  - i. Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the County.
  - ii. Immediately correct policy deficiencies before delivery to the County.
  - iii. Promptly deliver the policies to the County. If any deficiencies from the accepted proposal remain, provide a timeline for their resolution to the satisfaction of the County.
- c. Promptly and accurately process insurance policy endorsements and other change requests as needed.
- d. Coordinate loss control/safety services desired by the County that are available from the insurers whose policies were purchased through the agent.

- e. Assist the County in filing claims with insurers from whom the County has purchased policies through the agent.
- f. Be available for risk management meetings with the County, as desirable during the year.
- g. Issue Certificates of Insurance, as may be required by the County.
- h. Monitor and notify the County of major developments regarding the insurance industry or the County's insurers or policies that may affect the County.
- i. Respond to coverage or other insurance policy questions as may be presented by the County.
- j. At least annually, review with the Risk Manager the premium/claims history of the County for the policies purchased.
- k. Coordinate with the County about 120 to 150 days prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.
- l. Present renewal pricing and policy changes to the County about 100 days before renewal.
- m. If permitted by the County, market coverages with other insurers, and deliver to the County a listing of all companies contacted, detailed spreadsheets of all proposals received and all rejection letters.
- n. Deliver renewal policies timely and fully disclose insurance policy premiums. Permit the County to conduct an audit of all fees, costs, or compensation attributable to the County's account and to fully cooperate with persons designated by the County to perform such audit.

#### **50. AGENT COMPENSATION (Evaluation Category 5)**

- a. Proposers are asked to provide flat fee compensation for placement of the insurance and for their services.
- b. Compensation should be all inclusive of marketing activity and any services to be provided throughout the year.
- c. Lee County requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of compensation paid to any agent, broker, lobbyist or third party must be identified in the proposal and throughout the term of the contract. Full disclosure of any and all compensation is expected, including contingency commissions and commissions/fees paid to/earned by intermediaries. Be specific about arrangements that may involve contingency commissions, overrides based on total book of business, loss ratios, etc.

#### **51. COUNTY RIGHT TO AUDIT**

The County reserves the right (at its option), and the proposing agency and agents are expected to agree, to an audit of the agency and related parties regarding the County's expenditures for the property/casualty insurance/self-insurance program and all related fee/costs to the agency and agents and others involved, including the tracking of funds to intermediaries, insurers, etc.

End of section



## Standard Insurance Requirements with 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:
- \$500,000 per occurrence
  - \$1,000,000 general aggregate
  - \$500,000 products and completed operations
  - \$500,000 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:
- \$500,000 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:
- \$100,000 per accident
  - \$100,000 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."

**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.

**End of section**

## REQUIRED FORMS

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

### Form # Title/Description

#### *1 Solicitation Response Form*

The corporate or mailing address must match the company information as it is listed on the Florida Department of state Division of Corporations. Attach a copy of the certification from <http://www.sunbiz.org>. All signatures must be by an authorized company representative. Sample attached for your reference.

#### *1a Proposal Form (required for Non-CCNA solicitations)*

This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County

#### *1b Business Relationship Disclosure Requirement (if Applicable)*

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. **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.**

#### *2 Affidavit Certification Immigration Laws*

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

#### *3 Reference Survey*

Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

1. Section 1: Proposer to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the proposer’s information)
2. In the “Subject” block enter the name of the project the Proposer completed for that reference respondent
3. Section 2: Enter the name of the Proposer
4. The reference respondent should complete “Section 3” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
5. A minimum of 3 reference responses must be returned.
6. Responses are due: (*see front cover for the solicitation type*)
  - Bids and NON-evaluated (by Committee) solicitations: Only the awarded proposer(s) will be required to provide reference responses.

Responses are due no later than 7 calendar days after the Notice of Intended Decision or Notice of Intent has been issued.

- CCNA and other **Committee evaluated** proposals: All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.

Failure to obtain reference surveys may make your company non-responsive.

7. Section 4: The reference respondent to print and sign name

**4** *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous. If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

**5** *Affidavit Principal Place of Business*

Certifies proposer’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

**6** *Sub-Contractor List*

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

**7** *Public Entity Crimes Form (Required form)*

Self explanatory.

*Proposal Label (Required)*

Self explanatory. Please affix to the outside of the sealed submission documents.

*Proposer Checklist (not a required form)*

Self explanatory.



**Form 1 – Solicitation Response Form**

**LEE COUNTY PROCUREMENT MANAGEMENT  
SOLICITATION RESPONSE FORM**

Date Submitted \_\_\_\_\_ Deadline Date: 7/11/2016

SOLICITATION IDENTIFICATION: RFP160297LKD

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 of 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](http://www.sunbiz.org) establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. **ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY**

1 **Collusion Statement:** Lee County, Fort Myers, 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 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, Florida Statutes, 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, Florida Statutes.

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, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**Form 1 – Solicitation Form, Page 2**

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes 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), Florida Statutes (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***

\_\_\_\_\_ ***Business Relationship NOT Applicable***

- 4 Disadvantaged Business Enterprise (DBE) proposers’ please attach a current certificate \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County.
- 6 Are there any modifications to the solicitation or specifications \_\_\_\_\_ Yes \_\_\_\_\_ No
- Modifications:

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Where Proposer is a Corporation, add:

\_\_\_\_\_  
Company Name: (Name printed or typed)

(Seal)

\_\_\_\_\_  
Secretary Signature:

\_\_\_\_\_  
Attest: (Secretary name printed or typed)

\_\_\_\_\_  
Authorized Proposer: (Name printed or typed)

\_\_\_\_\_  
Proposer Title

\_\_\_\_\_  
Authorized Proposer 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.

Form 2 – Affidavit Certification of Immigration Laws



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: **RFP160297/LKD**

SOLICITATION NAME: **INSURANCE BROKER/AGENT: ALL LINES**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**Form 3 Reference Survey****Lee County Procurement Management****REFERENCE SURVEY****Solicitation #RFP160297/LKD Insurance Broker/Agent: All Lines****Section 1**

FROM:		BUYER: Lori DeLoach
COMPANY:		DATE: 7/11/2016
PHONE #:		TOTAL # PAGES: 1
FAX #:		PHONE #: 239-533-8881 FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: <a href="mailto:LDeLoach@LeeGov.com">LDeLoach@LeeGov.com</a>
SUBJECT:	Reference for work completed regarding (Proposer project name):	

You as an individual or Your company has been given as a reference on a project identified above.

Description of Lee County Project: This Request for Proposal (RFP) is issued by Lee County, Florida ("County") to request Proposals of broker/agent information for its October 1, 2016, All Lines coverage's in its insurance/self-insurance program.

**Section 2****Proposer name** (reference is being provided for):**Section 3****"YES" OR "NO"**

1. Was the scope of work performed similar in nature?	
2. Did this company have the proper resources and personnel by which to get the job done?	
3. Were any problems encountered with the company's work performance?	
4. Were any change orders or contract amendments issued, other than owner initiated?	
5. Was the job completed on time?	
6. Was the job completed within budget?	
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
8. If the opportunity were to present itself, would you rehire this company?	
9. Please provide any additional comments pertinent to this company and the work performed for you:	

**Section 4****PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Lori DeLoach**Email [LDeLoach@leegov.com](mailto:LDeLoach@leegov.com) or FAX # 239-485-8383**Reference Name (Print Name)****Please submit non-Lee County employees as references****Reference Signature**

**Form 4 -Negligence or Breach of Contract Disclosure Form**

REVISED 05/31/2016



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** \_\_\_\_\_

<b>Type of Incident</b> <i>Alleged Negligence or Breach of Contract</i>	<b>Incident Date And Date Filed</b>	<b>Plaintiff</b> <i>(Who took action against your company)</i>	<b>Case Number</b>	<b>Court</b> <i>County/State</i>	<b>Project</b>	<b>Claim Reason</b> <i>(initial circumstances)</i>	<b>Final Outcome</b> <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is **no action** pending or action taken in the last 10 years, complete the **company name and write "NONE" on line 3** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

**Form 5 - Affidavit Principal Place of Business**

# LEE COUNTY

## SOUTHWEST FLORIDA

### AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)  
(Lee County Ordinance No. 08-26)  
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

**Company Name:** \_\_\_\_\_

Printed name of authorized signer \_\_\_\_\_

Title \_\_\_\_\_

⇒  
Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

**20** \_\_\_\_\_, who has produced

\_\_\_\_\_ as identification (or personally known)

Type of ID and number

⇒  
Notary Public Signature \_\_\_\_\_

Notary Commission Number and expiration \_\_\_\_\_

1. Principal place of business is located within the boundaries of: \_\_\_\_\_ Lee County  
\_\_\_\_\_ Collier County  
\_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years \_\_\_\_\_ Yes\* \_\_\_\_\_ No \*If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. sales area, warehouse, storage yard, etc.) \_\_\_\_\_

6. Number of available employees for this contract \_\_\_\_\_

- 
- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

- [illegible]

Attach additional page(s), if necessary

*Form 6-Sub-contractor List***SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.





**Public Entity Crime Form**

Page 2 of 2

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**Sealed Proposal Label**

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

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	RFP160297LKD
SOLICITATION TITLE:	<b>Insurance Broker/Agent: All Lines</b>
DATE DUE:	7/11/2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**

**Proposer Check List**

LEE COUNTY PROCUREMENT MANAGEMENT -  
**PROPOSER CHECK LIST**

**IMPORTANT:** Please check off each of the following items as the necessary action is completed:

	1	The Solicitation has been signed and with corporate seal (if applicable).
	2	The Solicitation prices offered have been reviewed (if applicable).
	3	The price extensions and totals have been checked (if applicable).
	4	Substantial and final completion days inserted (if applicable).
	5	If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.
	6	All addendums issued, if any, have been acknowledged in the space provided.
	7	Licenses (if applicable) have been inserted.
	8	Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
	9	Required Form: Provided a copy of corporate registration from <a href="http://www.sunbiz.org">www.sunbiz.org</a> website
	10	Required Form 1: Solicitation form completed Required Form 1a: Agent Proposal Spreadsheet (Tab 1 and Tab 2) have been completed (excel format file)
	11	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized
	12	Required Form 3: Reference Surveys have been sent to reference respondents
	13	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None
	14	Required Form 5: Affidavit Principal Place of Business
	15	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized
	16	Required Form 7: Public Entities Crime Form
		Business Relationship Disclosure Requirement (if Applicable)
	17	Required: Solicitation Label, completed and affixed to proposal documents, if hard copy is provided. The mailing envelope MUST be sealed and marked with: <ul style="list-style-type: none"> <li>✓ Solicitation Number</li> <li>✓ Opening Date and/or Receiving Date</li> <li>✓ Mailing Address: Lee County Procurement Management Division 1500 Monroe Street, 4<sup>th</sup> Floor Fort Myers, FL 33901</li> </ul>
	18	The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)
	19	All modifications have been acknowledged in the space provided

# Attachments



**LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
SCHEDULE OF INSURANCE POLICIES  
2015-2016**



Line of Coverage	Carrier	Limits/Coverage	Deductible/Retention	Effective	Expiration
Excess GL/AL/Employee Benefits/POL/WC	Colony Insurance Company	\$2,000,000/\$2,000,000 for POL	\$750,000 per occurrence for Excess Workers Compensation Coverage	10/1/2015	10/1/2016
		\$2,000,000/\$4,000,000 for GL and AL	\$500,000 per occurrence for all other liability		
		Statutory for WC			
		\$1,000,000 CSL for Employers Liability	Estimated Payroll: \$147,531,765		
	<b>Excess Liability Coverage Details:</b>				
	Aggregate Retention:	Not Applicable			
	Defense:	Erodes SIR; Not In Addition to Limit			
	Form:	Occurrence Form, 1-year Retro on POL			
	Uninsured Motorists:	Rejected			
Property	See Attached Property Insurance Structure & Limit Overview		\$75,000 All Other Perils, Except	10/1/2015	10/1/2016
	Wind:	Included to \$50mm	5% per location for Named Storm and 100 year Flood Zones per location with loss, Subject to \$1m Minimum		
	Flood: (Other than SFHA)	Included to \$50mm			
	Flood: (Special Flood Hazard Areas (A&V zones))	Included to \$25mm			
	AOP:	Included to \$100mm	\$100,000 for any other Flood Loss		
	TIV @ Binding:	\$1,051,186,182	Excludes TRIA		
Terrorism	Hiscox- Lloyd's Syndicate	\$100,000,000 Aggregate Property Damage	\$10,000	10/1/2015	10/1/2016
		\$1,000,000/\$2,000,000 Liability	\$10,000		
Pollution	Indian Harbor Insurance Co	\$1,000,000 Per Pollution Condition	\$25,000	10/1/2015	10/1/2016
Inland Marine-Misc. Bridges	Westchester Surplus Lines	\$12,500,000 part of \$25,000,000 Limit	\$250,000 AOP; 3% Named Wind/3% Flood, \$250k Minimum Occ; X-TRIA	10/1/2015	10/1/2016
	Lexington Ins. Co.	\$12,500,000 part of \$25,000,000 Limit	\$250,000 AOP; 3% Named Wind/3% Flood, \$250k Minimum Occ; X-TRIA	10/1/2015	10/1/2016
	Total Insured Value (TIV):		\$238,089,335		
Inland Marine-Toll Bridges	Westchester Surplus Lines	\$17,500,000 part of \$35,000,000 Limit	\$250,000 AOP; 5% Named Wind/5%Flood, \$1mm Minimum Occ; BI 10 Day; X-TRIA	10/1/2015	10/1/2016
	Lexington Ins. Co.	\$17,500,000 part of \$35,000,000 Limit	\$250,000 AOP; 5% Named Wind/5%Flood, \$1mm Minimum Occ; BI 10 Day; X-TRIA	10/1/2015	10/1/2016
	Total Insured Value (TIV):		\$504,304,354		
Boiler & Machinery	Travelers Property & Casaulty	100,000,000	\$5,000 Per Occurrence/24 Hours BI	10/1/2015	10/1/2016
Crime	Travelers Casualty & Surety Co.	\$1,000,000/\$100,000	\$25,000 Per Occurrence	10/1/2015	10/1/2016
	Coverage Includes:	\$1mm Limits for Employee Dishonesty, Computer Fraud & Forgery; \$100k limit Theft of Money & Securities			
Cyber	Illinois National Ins Co (AIG)	\$1,000,000	\$50,000	10/1/2015	10/1/2016



**LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
SCHEDULE OF INSURANCE POLICIES  
2015-2016**



Line of Coverage	Carrier	Limits/Coverage	Deductible/Retention	Effective	Expiration
AD&D	Hartford Life	Summer/Winter Youth	Responsibility of Parks Budget	8/22/2015	8/22/2016
AD&D	National Union Fire/AIG	EMS	\$100,000/\$500,000 Limit	1/5/2015	1/5/2016
<b>Tank Pollution</b>	<b>Commerce &amp; Industry</b>	<b>AST &amp; UST Tanks Only</b>	<b>\$1,000,000/\$2,000,000 Limit / \$25,000 Deductible</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/20/2012	11/20/2016
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/18/2014	11/20/2018
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/20/2012	11/22/2016
Bond	Travelers C&S	\$ 15,000	Tax Collector Bond	1/1/2013	1/2/2017
Bond	Travelers C&S	\$ 100,000	Court Clerk Bond	1/8/2013	1/2/2017
Bond	Travelers C&S	\$ 5,000	Elections Bond	1/1/2013	1/8/2017
Bond	Travelers C&S	\$ 10,000	Sherriff Bond	1/1/2013	1/8/2017
Bond	Travelers C&S	\$ 25,000	Property Appraiser Bond	1/1/2013	1/8/2017
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/19/2012	11/19/2016
Bond	Travelers C&S	\$ 2,000	Public Official Bond	11/25/2014	11/20/2018
Surety (License & Permit) Bond	Hartford	\$ 50,000	FL DOT Bond	2/9/2015	2/9/2016
<b>NFIP Flood</b>	American Bankers	40 Policies est. for FY 15-16	Up to Maximum available via NFIP	Various Dates	
	Wright National Flood Ins. Co.	Purchased on locations identified within a 100 year Flood Plain			
		Valuation is Actual Cash Value			
<b>Contractual Liability (Solid Waste/FPL-Covanta)</b>	Lexington	\$ 20,000,000	Excess \$2,500,000 SIR	10/1/2015	10/1/2016

# LEE COUNTY BOARD OF COUNTY COMMISSIONERS

## Lee County BOCC - Proposed Layering Structure 2015-2016

**\$100M**

Excludes  
Named  
Storm,

Landmark American  
50% or \$25M p/o \$50M x/s \$50M  
Excluding Named Storm/Flood/Quake

James River  
50% or \$25M p/o \$50M x/s \$50M  
Excluding Named Storm/Flood/Quake

**\$50M**

Excludes

**\$30M**

Excludes

**\$25M**

**\$10M**

Lloyds of London 17.9% or \$8.95M p/o \$50M Primary	AmRisc 14.1% or \$7.05M p/o \$50M Primary	Ironshore 3% or \$1.5M p/o \$50M Primary	Aspen 2.5% or \$1.25M p/o \$50M Primary	TRU/ United Specialty 10% or \$4M p/o \$40M x/s \$10M	Landmark 15% or \$6M p/o \$40M x/s \$10M	Everest 12.5% or \$5M p/o \$40M x/s \$10M	Alterra 12.5% or \$5M p/o \$40M x/s \$10M	Arch 12.5% or \$5M p/o \$40M x/s \$10M
Ace/Westchester 50% or \$5M p/o \$10M Primary								Endurance 12.5% or \$1.25M p/o \$10M Primary

The layer of \$25MM excess of \$25MM excludes Special Flood Hazard Area flood coverage.

The layer of \$50MM excess of \$50MM excludes all flood, earthquake and Named Storm wind hail.

\*NOT TO SCALE\*

*This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.*



# LEE COUNTY BOARD OF COUNTY COMMISSIONERS

## Lee County BOCC - Proposed Layering Structure 2015-2016

**\$100M**

Excludes  
Named  
Storm,

Landmark American  
50% or \$25M p/o \$50M x/s \$50M  
Excluding Named Storm/Flood/Quake

James River  
50% or \$25M p/o \$50M x/s \$50M  
Excluding Named Storm/Flood/Quake

**\$50M**

Excludes

**\$30M**

Excludes

**\$25M**

**\$10M**

Lloyds of London  
17.9% or \$8.95M p/o  
\$50M Primary

AmRisc  
14.1% or  
\$7.05M p/o  
\$50M  
Primary

Ironshore  
3% or  
\$1.5M p/o  
\$50M  
Primary

Aspen  
2.5% or  
\$1.25M p/o  
\$50M  
Primary

TRU/  
United  
Specialty  
10% or  
\$4M p/o  
\$40M x/s  
\$10M

Landmark  
15% or  
\$6M p/o  
\$40M x/s  
\$10M

Everest  
12.5% or  
\$5M p/o  
\$40M x/s  
\$10M

Alterra  
12.5% or  
\$5M p/o  
\$40M x/s  
\$10M

Arch  
12.5%  
or \$5M p/o  
\$40M x/s  
\$10M

Ace/Westchester  
50% or \$5M p/o \$10M Primary

Endurance  
12.5% or  
\$1.25M p/o  
\$10M  
Primary

The layer of \$25MM excess of \$25MM excludes Special Flood Hazard Area flood coverage.

The layer of \$50MM excess of \$50MM excludes all flood, earthquake and Named Storm wind hail.

\*NOT TO SCALE\*

*This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.*



**LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
SCHEDULE OF INSURANCE POLICIES  
2015-2016**



Line of Coverage	Carrier	Limits/Coverage	Deductible/Retention	Effective	Expiration
Excess GL/AL/Employee Benefits/POL/WC	Colony Insurance Company	\$2,000,000/\$2,000,000 for POL	\$750,000 per occurrence for Excess Workers Compensation Coverage	10/1/2015	10/1/2016
		\$2,000,000/\$4,000,000 for GL and AL	\$500,000 per occurrence for all other liability		
		Statutory for WC			
		\$1,000,000 CSL for Employers Liability	Estimated Payroll: \$147,531,765		
	<b>Excess Liability Coverage Details:</b>				
	Aggregate Retention:	Not Applicable			
	Defense:	Erodes SIR; Not In Addition to Limit			
	Form:	Occurrence Form, 1-year Retro on POL			
	Uninsured Motorists:	Rejected			
Property	See Attached Property Insurance Structure & Limit Overview		\$75,000 All Other Perils, Except	10/1/2015	10/1/2016
	Wind:	Included to \$50mm	5% per location for Named Storm and 100 year Flood Zones per location with loss, Subject to \$1m Minimum		
	Flood: (Other than SFHA)	Included to \$50mm			
	Flood: (Special Flood Hazard Areas (A&V zones))	Included to \$25mm			
	AOP:	Included to \$100mm	\$100,000 for any other Flood Loss		
	TIV @ Binding:	\$1,051,186,182	Excludes TRIA		
Terrorism	Hiscox- Lloyd's Syndicate	\$100,000,000 Aggregate Property Damage	\$10,000	10/1/2015	10/1/2016
		\$1,000,000/\$2,000,000 Liability	\$10,000		
Pollution	Indian Harbor Insurance Co	\$1,000,000 Per Pollution Condition	\$25,000	10/1/2015	10/1/2016
Inland Marine-Misc. Bridges	Westchester Surplus Lines	\$12,500,000 part of \$25,000,000 Limit	\$250,000 AOP; 3% Named Wind/3% Flood, \$250k Minimum Occ; X-TRIA	10/1/2015	10/1/2016
	Lexington Ins. Co.	\$12,500,000 part of \$25,000,000 Limit	\$250,000 AOP; 3% Named Wind/3% Flood, \$250k Minimum Occ; X-TRIA	10/1/2015	10/1/2016
	Total Insured Value (TIV):		\$238,089,335		
Inland Marine-Toll Bridges	Westchester Surplus Lines	\$17,500,000 part of \$35,000,000 Limit	\$250,000 AOP; 5% Named Wind/5%Flood, \$1mm Minimum Occ; BI 10 Day; X-TRIA	10/1/2015	10/1/2016
	Lexington Ins. Co.	\$17,500,000 part of \$35,000,000 Limit	\$250,000 AOP; 5% Named Wind/5%Flood, \$1mm Minimum Occ; BI 10 Day; X-TRIA	10/1/2015	10/1/2016
	Total Insured Value (TIV):		\$504,304,354		
Boiler & Machinery	Travelers Property & Casaulty	100,000,000	\$5,000 Per Occurrence/24 Hours BI	10/1/2015	10/1/2016
Crime	Travelers Casualty & Surety Co.	\$1,000,000/\$100,000	\$25,000 Per Occurrence	10/1/2015	10/1/2016
	Coverage Includes:	\$1mm Limits for Employee Dishonesty, Computer Fraud & Forgery; \$100k limit Theft of Money & Securities			
Cyber	Illinois National Ins Co (AIG)	\$1,000,000	\$50,000	10/1/2015	10/1/2016



**LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
SCHEDULE OF INSURANCE POLICIES  
2015-2016**



Line of Coverage	Carrier	Limits/Coverage	Deductible/Retention	Effective	Expiration
AD&D	Hartford Life	Summer/Winter Youth	Responsibility of Parks Budget	8/22/2015	8/22/2016
AD&D	National Union Fire/AIG	EMS	\$100,000/\$500,000 Limit	1/5/2015	1/5/2016
<b>Tank Pollution</b>	<b>Commerce &amp; Industry</b>	<b>AST &amp; UST Tanks Only</b>	<b>\$1,000,000/\$2,000,000 Limit / \$25,000 Deductible</b>	<b>1/1/2015</b>	<b>1/1/2016</b>
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/20/2012	11/20/2016
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/18/2014	11/20/2018
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/20/2012	11/22/2016
Bond	Travelers C&S	\$ 15,000	Tax Collector Bond	1/1/2013	1/2/2017
Bond	Travelers C&S	\$ 100,000	Court Clerk Bond	1/8/2013	1/2/2017
Bond	Travelers C&S	\$ 5,000	Elections Bond	1/1/2013	1/8/2017
Bond	Travelers C&S	\$ 10,000	Sherriff Bond	1/1/2013	1/8/2017
Bond	Travelers C&S	\$ 25,000	Property Appraiser Bond	1/1/2013	1/8/2017
Bond	Travelers C&S	\$ 2,000	County Commissioner Bond	11/19/2012	11/19/2016
Bond	Travelers C&S	\$ 2,000	Public Official Bond	11/25/2014	11/20/2018
Surety (License & Permit) Bond	Hartford	\$ 50,000	FL DOT Bond	2/9/2015	2/9/2016
<b>NFIP Flood</b>	American Bankers	40 Policies est. for FY 15-16	Up to Maximum available via NFIP	Various Dates	
	Wright National Flood Ins. Co.	Purchased on locations identified within a 100 year Flood Plain			
		Valuation is Actual Cash Value			
<b>Contractual Liability (Solid Waste/FPL-Covanta)</b>	Lexington	\$ 20,000,000	Excess \$2,500,000 SIR	10/1/2015	10/1/2016