

**AGREEMENT FOR LEE COUNTY UTILITIES AND SOLID  
WASTE DEPARTMENT'S FINANCIAL RATE CONSULTANT**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Raftelis Financial Consultants, Inc., a North Carolina corporation authorized to do business in the State of Florida, whose address is 227 West Trade Street, Suite 1400, Charlotte, NC 28202, and whose federal tax identification number is 20-1054069, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase general utility financial consulting services and assistance from the Vendor in connection with "Lee County Utilities and Solid Waste Department's Financial Rate Consultant" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP200123DWJ on June 12, 2020 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on August 14, 2020; and,

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

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

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 – 3 of Detailed Specification for RFP200213DWJ – Lee County Utilities and Solid Waste Department's Financial Rate Consultant of Solicitation No. RFP200213DWJ, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation Solicitation No. RFP200213DWJ, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase on an "as needed basis" for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

## **III. COMPENSATION AND PAYMENT**

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

## **IV. METHOD OF PAYMENT**



- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

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

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

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

## **VII. VENDOR'S INSURANCE**

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

## **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:



- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

## **IX. OWNERSHIP OF PRODUCTS**

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

## **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

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

## **XI. COMPLIANCE WITH APPLICABLE LAW**

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

## **XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-



contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended).
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

## **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.



- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

| Vendor's Representative: |  | County's Representatives: |   |   |
|--------------------------|--|---------------------------|---|---|
| Name:                    | <u>Rob Ori</u>   | Names:                    | <u>Roger Desjarlais</u>   | <u>Mary Tucker</u>  |
| Title:                   | <u>Executive Vice President</u>  | Titles:                   | <u>County Manager</u>   | <u>Director of Procurement Management</u>                         |
| Address:                 | <u>341 North Maitland Ave., Suite 300</u><br><u>Maitland, FL 32751</u> | Address:                  | <u>P.O. Box 398</u><br><u>Fort Myers, FL 33902</u>                        |   |
| Telephone:               | <u>407-628-2600</u>  | Telephone:                | <u>239-533-2221</u>   | <u>239-533-8881</u>   |
| Facsimile:               | <u>407-628-2610</u>  | Facsimile:                | <u>239-485-2262</u>   | <u>239-485-8383</u>   |
| E-mail:                  | <u><a href="mailto:rori@raftelis.com">rori@raftelis.com</a></u>        | E-Mail:                   | <u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u> | <u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></u> |

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. Solicitation
  3. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: Peggy L. Perry

Print Name: Peggy L. Perry

**Raftelis Financial Consultants, Inc.**

Signed By: Robert J. Ori

Print Name: Robert J. Ori

Title: Executive Vice President

Date: 8/27/2020

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: December 09, 2020

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Joye Townsend  
DEPUTY CLERK



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

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY



## EXHIBIT A SPECIFICATIONS

VER 1-6-20

### DETAILED SPECIFICATIONS FOR RFP200213DWJ – LEE COUNTY UTILITIES AND SOLID WASTE DEPARTMENT'S FINANCIAL RATE CONSULTANT

#### 1. GENERAL SCOPE OF PROJECT

Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide general utility financial consulting services and assistance to the Lee County Utilities and Solid Waste Department, which includes Solid Waste and Lee County Utilities (LCU), water and wastewater, on an annual basis.

#### 2. ANNUAL SERVICES

Annual Services shall include, but not be limited to the following services:

##### 2.1 Revenue Sufficiency / Rate study Analysis for LCU and Solid Waste

2.1.1 The Vendor shall develop a financial forecast and model to identify the ability of the Utility rates to meet the Division's Operating and CIP expenditure and funding/revenue requirements. The financial forecast shall include the new Fiscal Year (the "Test Year" and current budget year) and the subsequent nine (9) Fiscal Years (collectively, the "Forecast Period"). The study shall include, but not be limited to the following:

- Annual review of actual vs. budgeted revenues and expenditures;
- Customer statistics;
- Debt service/rate covenants;
- Annual benchmarks with rating agencies to review and improve current rating;
- Compliance with financial policies; and
- Evaluation and recommendation of any proposed rate adjustments.

2.1.2 The developed forecast shall be for a length of:

- LCU – 10 years
- Solid Waste (requires yearly rate design) – Report and recommendations shall be for 5 years. The financial model shall be capable of 20 year projections, in connection to its long-term Master Plan.

2.1.3 The Vendor shall perform the following tasks for this project:

- Kick-Off Meeting attendance (In-person or via Skype call at the County's preference);
- Data Acquisition and Review;
- Historical Trend Evaluation;
- Development of Financial Forecast Model Component;
- Cost Allocation / Rate Analysis Model Component;
- Regional Rate Comparison; and
- Finalize Financial Model and Technical Memorandum

##### 2.2 Capital Tool / Model for LCU and Solid Waste

2.2.1 The Vendor shall assist the County, as needed, in updating the existing Excel Financial model developed to aid staff in capital planning and budgeting services.

2.2.2 At the request of the County, the Vendor shall assist in providing minor structural revisions or enhancements to the existing financial model. This includes, but is not limited to:

- The addition of new features or capabilities;
- Financial charting / metrics; and
- Other enhancements desired by the County

### 3. ANNUAL VARIED SERVICES

At the request of the County, additional services may be needed from the Vendor to perform extra work or services in connection with the Agreement other than provided for by the expressed intent of the Agreement. Any such work shall be considered additional services and supplemental to this Agreement. The total amount of Annual Varied Services may not exceed \$50,000 per year. Such services shall include, but are not limited to:

#### 3.1 Financial Policy for LCU and Solid Waste

3.1.1 Upon request, services shall include a review of existing Financial Policies for any possible changes or updates as County policies and bond resolutions change.

#### 3.2 Review of Municipal / Inter-local Agreements for LCU and Solid Waste

3.2.1 Upon request, services shall include a review of existing or new Municipal and Inter-Local agreements. The focus of the reviews shall be to:

- Provide comments related to the cost of service and ratepayer equity;
- Assist with contract verbiage for any amendments or modifications;
- Assist with data compilation and review; and
- Cost recovery analysis required for annual true-up.

#### 3.3 Miscellaneous Analysis

3.3.1 Providing information to third party requests as part of the rate development or County review process for both LCU and Solid Waste.

3.3.2 The development of detailed alternative rate structures or new rates above what is contemplated in the scope of services for both LCU and Solid Waste.

3.3.3 The design of disposal-related impact or capital contribution charges and other miscellaneous service charges or other fees not currently being billed by the Solid Waste Division.

3.3.4 The initiation or development of a formal rate review for both LCU and Solid Waste which includes, but is not limited to:

- Revenue sufficiency analyses; and
- Rate design, etc.

3.3.5 The performance of preliminary analyses regarding the effects of certain transactions on rates for utility services for both LCU and Solid Waste.

3.3.6 The performance of miscellaneous reviews of contractual documents and agreements for the provision of service for both LCU and Solid Waste.



- 3.3.7 The attendance of meetings with the Lee County Utilities and Solid Waste Department's staff to provide assistance to LCU and Solid Waste in:
- The development of operating strategies;
  - Rate policies; and
  - The delineation of utility objectives as required
- 3.3.8 The design of minor fees and charges for LCU and Solid Waste.
- 3.3.9 The evaluation of accounting transactions as it relates to utility system policy for both LCU and Solid Waste.
- 3.3.10 Providing assistance in the development of utility presentations to third parties for both LCU and Solid Waste.
- 3.3.11 Performing an analysis and valuation of water and wastewater utility acquisitions for LCU, which includes, but is not limited to:
- The review of utility operations;
  - Identifying any economies of scale or change in operating costs;
  - Recognize any rate sufficiency and existing debt at the time of acquisition; and
  - Provide a recommended funding analysis report for utility purposes.
- 3.3.12 Assisting LCU and Solid Waste with issues related to bond debt, to include bond refinancing, bond feasibility report services and rewriting bond resolutions.
- 3.3.13 Provide analysis on regional rates and fees for both LCU and Solid Waste.
- 3.3.14 Review of existing Municipal and Interlocal Agreements. Focus of such reviews may be to: provide comments related to cost of service and rate payer equity, assist with contract verbiage for any amendments or modifications, and assist with the data compilation and review, and cost recovery analysis required for annual true-up.

#### 4. SCHEDULE AND DELIVERABLES

The work and services shall be performed annually within the months identified and provided below. For services not listed or outlined below the County Authorized Representative will coordinate schedule and deliverable details upon request for services directly with Vendor.

|   |  | <u>LCU</u>          | <u>SOLID WASTE</u>  |
|---|--|---------------------|---------------------|
| 1 | Review forecast of Proposed Operating, CIP, Major Maintenance and Renewal and Replacement budgets for the following fiscal year's budgets, as well as create Capital forecast. | October to January  | October to January  |
| 2 | Analyze rate resolution sufficiency to fund operations, required debt service coverage, CIP, Major Maintenance, and Renewal and Replacement in No. 1 above.                    | January to April    | January to April    |
| 3 | Analyze actual to adopted financial performance for prior fiscal year.   | December            | December            |
| 4 | Rate Review  | January to February | January to February |

End of Detailed Specifications



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

Posted Date: June 19, 2020

Solicitation No.: RFP200213DWJ

Solicitation Name: Public Utilities Financial Rate Consultant

Subject: Addendum Number 1

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

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

|        |  |
|--------|--|
| 1.     | I'm seeking information regarding the project in the subject line, have you selected an architect or engineer? Also seeking scope details, value, and bidding construction timeline information.   |
| Answer | An architect or engineer has not been selected for this project. Please visit our Procurement website at <a href="http://www.leegov.com/procurement">www.leegov.com/procurement</a> to view and download the solicitation for scope details and bidding information. |

|        |   |
|--------|---|
| 2.     | Our proposal production staff are located in cities where it is still recommended to work from home due to COVID-19, and therefore, our company has continued to encourage our staff to work from home when possible to adhere to social distancing guidelines and minimize the spread of the virus. Taking this into consideration, would it be possible to submit our proposal via email in lieu of the hard copies requested in the RFP? |
| Answer | Proposals will not be accepted via email, a hard copy is required for a responsive proposal submittal. You may mail your proposal to our Procurement office located at 2115 Second Street, 1 <sup>st</sup> Floor, Fort Myers, FL 33901.   |

|        |  |
|--------|--|
| 3.     | May the reference forms be attached to the proposal as a scanned or electronic copy, or do they need wet ink signatures from reference respondents? We would like to be considerate towards our references who may be working from home or in positions where it is easier to return the form to us via email or fax at this time. |
| Answer | A scanned or printed copy of the reference forms is acceptable.  |

|        |   |
|--------|---|
| 4.     | Do front and back covers count towards the 10 page limit?                         |
| Answer | Cover page Introduction does not count towards page restriction requested herein. |

|        |  |
|--------|--|
| 5.     | Is the information requested under "Introduction" on page 20 considered the cover page? Does that count towards the page limit since it does not fall under a tab? |
| Answer | Cover page Introduction does not count towards page restriction requested herein.  |



|        |  |
|--------|--|
| 6.     | May we use font sizes smaller than 10 points for graphics, charts, page numbers, headings, and footers as long as they are legible?                                |
| Answer | Font sizes smaller than 10 points is acceptable for graphics and charts. Please use font size with only minimum 10 points for page numbers, headings, and footers. |

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

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

David Jones  
 Procurement Analyst – David Jones  
 Procurement Analyst Direct Line: 239-533-8864  
 Lee County Procurement Management



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

Posted Date: July 13, 2020

Solicitation No.: RFP200213DWJ

Solicitation Name: Public Utilities Financial Rate Consultant

Subject: Addendum Number 2

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

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

|        |  |
|--------|--|
| 1.     | Do the front and back covers (separate from the cover page/introduction) count towards the 10-page limit?  |
| Answer | <u>Front and back covers in addition to the cover page introduction do not count towards page restriction requested herein.</u>  |
| 2.     | On page 22 of the RFP under Scoring Criteria & Weight it states <i>*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.</i> Does this mean we can provide additional material in Appendices that is not included in the 10-page limit?   |
| Answer | <u>Additional material may be included in Appendices, but this information should be limited to that which is being requested within the solicitation and is not intended to be an approach to exceed the directed page limit. Such information that may be suitable for an Appendices is the copy of firm SunBiz documentation, copies of licensure of firm and staff, additional information requested as part of the Form documents being completed, etc.</u> |

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

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

David Jones  
Procurement Analyst – David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management



**EXHIBIT B  
FEE SCHEDULE**

| <i>ANNUAL SERVICES</i> |  |                             |
|------------------------|--|-----------------------------|
| Item                   | Description  | Annual Not to Exceed Amount |
| 1                      | Lee County Utilities Revenue Sufficiency / Rate Study Analysis | \$37,000.00                 |
| 2                      | Solid Waste Revenue Sufficiency / Rate Study Analysis          | \$37,000.00                 |
| 3                      | Lee County Utilities Capital Tool / Model                      | \$13,000.00                 |
| 4                      | Solid Waste Capital Tool / Model                               | \$13,000.00                 |
| 5                      | Annual Varied Services   | \$50,000.00                 |

| <i>PERSONNEL HOURLY RATES</i> |                        |                 |            |
|-------------------------------|------------------------|-----------------|------------|
| Item                          | Description            | Unit of Measure | Unit Price |
| 4                             | Principal              | HR              | \$240.00   |
| 5                             | Associate              | HR              | \$195.00   |
| 6                             | Managing Consultant    | HR              | \$155.00   |
| 7                             | Rate Consultant        | HR              | \$115.00   |
| 8                             | Senior Rate Consultant | HR              | \$130.00   |
| 9                             | Analyst                | HR              | \$105.00   |
| 10                            | Administrative         | HR              | \$65.00    |
| 11                            | Assistant Analyst      | HR              | \$85.00    |

**EXHIBIT C  
INSURANCE REQUIREMENTS**



|   |
|---|
| <b>Lee County Insurance Requirements<br/>including Professional Liability</b> |
|---|

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

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

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

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

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

\$1,000,000 per occurrence

*\*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.

ACORD<sub>TM</sub>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2020

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

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

| <b>PRODUCER</b><br>Cameron M Harris & Co, LLC<br>Div USI Ins<br>6100 Fairview Road Ste 1400<br>Charlotte, NC 28210 |        | <b>CONTACT NAME:</b> Linda Rolfe<br><b>PHONE (A/C, No, Ext):</b> 980-265-5804<br><b>E-MAIL ADDRESS:</b> linda.rolfe@usi.com<br><b>FAX (A/C, No):</b>   |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |
|--|--------|--|--|-------------------------------|--------|---|-------|---|-------|---|-------|--|-------|-------------|--|-------------|--|
| <b>INSURED</b><br>Raffetis Financial Consultants, Inc.<br>227 West Trade Street, Ste. 1400<br>Charlotte, NC 28202  |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : National Fire Insurance Co. of Hartford | 20478 | INSURER B : Continental Insurance Company | 35289 | INSURER C : American Casualty Company of Reading PA | 20427 | INSURER D : Continental Casualty Company | 20443 | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC # |  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |
| INSURER A : National Fire Insurance Co. of Hartford  | 20478  |  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |
| INSURER B : Continental Insurance Company  | 35289  |  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |
| INSURER C : American Casualty Company of Reading PA  | 20427  |  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |
| INSURER D : Continental Casualty Company   | 20443  |  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |
| INSURER E :  |        |  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |
| INSURER F :  |        |  |  |                               |        |   |       |   |       |   |       |  |       |             |  |             |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WYVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS  |
|----------|---|---------------------|--------------------------|--------------------------|--------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                     | 6076000011               | 01/21/2020               | 01/21/2021               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| D        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   |                     | 6076000025               | 01/21/2020               | 01/21/2021               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> RETENTION \$10000  |                     | 6076000039               | 01/21/2020               | 01/21/2021               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A                 | 6076305637<br>6076000042 | 01/21/2020<br>01/21/2020 | 01/21/2021<br>01/21/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                     |
| D        | Prof. Liability   |                     | 652071235                | 01/21/2020               | 01/21/2021               | \$5,000,000 Occurrence<br>\$5,000,000 Aggregate   |

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

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

## CERTIFICATE HOLDER

## CANCELLATION

Lee County Board of County Commissioners  
 P.O. Box 398  
 Fort Myers, FL 33902-0398

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*P. R. Rolfe*

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