



Posted Date: March 8, 2024

Solicitation No.: RFP230620CJV

Solicitation Name: Employee Insurance Benefits Consultant and Actuarial Auditor

Subject: Addendum Number 4

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

1. QUESTIONS/ANSWERS

1.	Section 6.1 (pdf page 4) – Will the county allow a limit to audit our relevant records only, not our facilities?
Answer	Yes
2.	Pdf pages 15-17 – Please confirm if the county is willing to accept that our professional liability limits are for each wrongful act/annual aggregate.
Answer	Yes
3.	Pdf pages 15-17 - With regards to WOS we would request that the waiver of the insurer’s subrogation rights with WC, EL, GL and AI be removed or if not, will the county allow mutual waivers under the other party’s policies?
Answer	No
4.	Pdf pages 15-17 - Please confirm if the county would allow the Awardee to advise that a cancelled, or non-renewed policy would be replaced with no coverage gap and a current COI would be provided and not provide a cancellation notice, since coverage will be replaced with no gap.
Answer	Yes
5.	Pdf pages 15-17 - We can only agree to name the county as an additional insured on the Commercial General Liability Policy and we provide this via a Certificate of Insurance, not an endorsement. Will this be acceptable to the county?
Answer	Yes
6.	Pdf pages 15-17 - Will the county allow that the primary, non-contributory language be removed as it is our preference to have the county’s Commercial General Liability policy be primary.
Answer	No
7.	Pdf pages 15-17 - We do not provide clients with the copies of actual policies. We will provide evidence coverage via Certificates of Insurance. Is this acceptable to the county?
Answer	COI is acceptable for evidence of coverage. However, Vendor shall provide insurance policy upon request.

8.	Indemnification: Please confirm if the county is willing to accept the indemnification be limited to losses and damages as a result of our negligence and covered under the terms of our general liability policy; any wrongful acts solely in rendering or failing to render professional services and covered under our professional liability policy; or, any claim alleging a security failure, privacy event or wrongful act and covered under our cyber liability policy (misappropriation of trade secret or, infringement of patent are exclusions in our cyber policy).
Answer	The County may agree that indemnification for losses is limited to losses caused by negligence, but the County will not agree to limit losses subject to the Vendor's liability policies.
9.	Indemnification: Is the county willing to allow a cap or limitation of \$1 million on the liability and indemnification? If no, is there a larger cap or limitation that the county would be willing to allow? If yes, please provide the amount.
Answer	The County will not agree to a damages cap.
10.	Sections 30.5 (pdf page 11) - We will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the county was used to create and which was developed entirely using our own resources. To the extent our intellectual property is necessary for the county to use the services provided, we will grant to the county a non-exclusive, royalty-free license to our intellectual property solely for the county's use of such services. Is this acceptable to the county?
Answer	The County can accept this language.
11.	Section 19 & 21 (pdf page 8) – If we are proposing a MWBE are these considered sub-proposers/consultants?
Answer	Yes
12.	Section 30.5 (pdf page 11) - As we have standard record retentions we would need to also keep a copy of our work product – is this acceptable to the county?
Answer	Yes
13.	Tab 1 (pdf page 21) – Will the county accept the 10K reports double sided given the length of each 10K reports?
Answer	Printed pages are to be single-sided. Pages of required samples are excluded from the page count limit.
14.	Section 37 (pdf page 15) – Can the county agree that we will only maintain insurance coverage for 2 years after the termination of the agreement?
Answer	Yes
15.	Tab 4 (point 3) (page 22) – Will the county agree to notification with regard to personnel replacements within a reasonable amount of time rather than awaiting the county's consent?
Answer	No
16.	RFP Due Date: Would the county consider extending the closing date, due to pending outstanding questions?
Answer	The due date remains March 14, 2024 prior to 2:30 p.m.

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

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

[Christy VanAllen](#)

Christy VanAllen, Procurement Analyst

Direct Line: 239-533-8839

Lee County Procurement Management