

REQUEST FOR PROPOSAL

BROKERAGE SERVICES FOR HEALTH INSURANCE AND EMPLOYEE BENEFITS

RFP #2017-03



Issued By:
Baker County Board of County Commissioners
55 N. 3rd St.
Macclenny, FL 32063
(904) 259-3613
[Website: http://www.bakercountyfl.org](http://www.bakercountyfl.org)

Due Date/Time for Receipt of Proposals: March 24, 2017 @ 4:00 p.m.

**Board of County Commissioners
Baker County, Florida**

Request for Proposals (RFP)

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Baker County, Florida invites sealed proposals for:

**BROKERAGE SERVICES FOR HEALTH
INSURANCE AND EMPLOYEE BENEFITS
BID NO. 2017-03**

GENERAL INFORMATION

Baker County, Florida is seeking proposals from established, qualified, Broker/Agent to service the County's employee health insurance and employee benefits. The County anticipates entering into an exclusive contract with the firm/individual that is deemed to be the most advantageous for the County's purposes. The County is seeking to award a one (1) year contract with two (2) annual extension options. Insurance programs include fully insured health insurance, dental, life, and vision plans for the Board of County Commissioners and all Constitutional Offices who elect to participate in the plans. The Broker/Agent selected will be responsible for performing all services as outlined in the Scope of Services section of this RFP for the County's approximate 250 eligible employees/retirees and their dependents. ***This RFP is for Broker/Agent Services Only. It is not a request for medical insurance or other employee benefit plans. Failure to comply with this requirement may result in disqualification.***

Each candidate is being asked to submit a formal written proposal to detail its capabilities in servicing the Baker Board of County Commissioners, herein referred to as "the BOCC". The successful broker will be asked to commence servicing the accounts upon approval and award by the BOCC. The chosen organization will be held to aggressive service requirements and high quality standards in providing service for the County.

Requirements for submission and the selection criteria are available on the County's website at www.bakercountyfl.org/purchasing.php All questions pertaining to this Request for Proposals (RFP) should be directed to:

Kennie Downing, County Manager
55 N. 3rd Street
Macclenny FL 32063
(904) 259-3613
Email: Kennie.downing@bakercountyfl.org

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda on the website issued prior to the bid opening date. Submitters should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment "A".

Proposers must submit one (1) response marked "Original", twelve (12) copies marked "Copy", and one (1) electronic copy on CD/DVD/flashdrive. in a sealed envelope. Proposals shall be addressed to:

Board of County Commissioners, Baker County
Office of the County Manager
55 N. 3rd Street
Macclenny FL 32063

All proposals must be received by March 24, 2017 before 4:00 P.M. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected.

Bids will be opened on March 27, 2017 in the Administration office, located at 55 N. 3rd Street, Macclenny FL, 32063 at 9:00 A.M.

All proposals shall remain valid for a period of sixty (60) days beyond the deadline for submission and may be extended beyond that time by mutual agreement. The County will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. Baker County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

An award will be made to the Respondent deemed to receive the highest ranking based on the evaluation criteria included in this Request for Proposals.

The BOCC reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Baker County BOCC.

BACKGROUND

Baker County is located in northeast Florida, approximately 30 miles west of Jacksonville. The County has approximately 250 eligible employees and retirees for insurance benefits. This number includes employees of the Board of County Commissioners and all five Constitutional Offices. Each Constitutional Office will be given the option to elect to participate in each of the County's insurance plans. The breakdown of eligible employees is as follows:

Board of County Commissioners	52	Tax Collector	8
Clerk of Courts	11	Supervisor of Elections	3
Property Appraiser	6	Retirees (administered by BOCC)	15
Sheriff	117	Non-participants	38

This figure does not include eligible dependents, as this amount can't be reasonably estimated. All County insurance benefit programs currently have a **November 1** anniversary/renewal date. Current health insurance benefits are provided by United Healthcare and annual premium costs are approximately \$1,960,000 million. Dental and vision insurance benefits are currently provided by United Healthcare and have an approximate total annual cost of \$94,000 and \$20,000, respectively. Life insurance is provided by United Healthcare and premium cost is approximately \$20,000 per year.

It is the County's intent to seek competitive bids for each insurance mentioned in this RFP immediately after selecting the Broker/Agent. The County's current broker is Owen & Associates.

CALENDAR OF EVENTS

The County estimates the following timeline for this RFP. These dates are subject to change:

Release of RFP:	February 27, 2017
RFP Responses Due:	March 24, 2017; 4:00pm
RFP Opening:	March 27, 2017, 9:00am
Insurance Committee Review:	March 27, 2017, 3:00pm
Additional Committee review meetings	TBA
BOCC Contract Award:	May 2, 2017

MINIMUM QUALIFICATIONS:

Interested firms should possess the following minimum qualifications:

- The proposer shall have at least seven (7) consecutive years of experience in Florida providing brokerage and benefits consulting services to public or private entities.
- The insurance agency must have not less than 5 years of experience in providing insurance services to public sector employers. Any key staff member assigned to the County's account will be held to the same 5 years of experience requirement. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to Baker County.
- Must have serviced an employer that had at least 300 eligible employees.
- Appointed with at least 3 insurance carriers for each type of insurance desired in this RFP.
- The proposer must be legally authorized to do business in the State of Florida and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
- The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
- The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in Florida.
- The proposer's office must provide assurance of reasonable staffing continuity over the contract period.
- The proposer shall maintain, at a minimum, and keep in effect, at its sole expense, general liability insurance with minimum liability limits of one million dollars (\$1,000,000.00) per occurrence, errors and omissions liability (professional liability with minimum coverage limits of five hundred thousand dollars (\$500,000.00) each occurrence. Each proposer shall furnish its certificate of insurance evidencing the insurance coverage requested within thirty (30) calendar days after award.

Failure to provide certificate of insurance within the thirty (30) calendar days shall provide the basis for termination of award.

SCOPE OF WORK

The Respondent awarded the contract under this RFP shall provide comprehensive Broker/Agent Services for health, life, dental and vision benefits for the Baker County Board of County Commissioners and Constitutional Offices. The Broker/Agent will also provide oversight services for supplemental insurances.

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

- Review the County's health benefits (i.e. health, dental, vision, prescription drug and wellness programs) and assess opportunities for improvements in cost savings and services provided.
- On an annual basis, formally market and prepare bid documents for employee insurance benefit programs with the current and other insurers per Florida Statute 112.08.
 - Coordinate with the County to assure insurers have needed information, up-to-date specifications, plan descriptions, census data, experience information, other necessary information and response format to propose competitive insurance programs.
 - Deliver to the County a listing of all companies contacted, detailed spreadsheets of all proposals received and any rejection letters, and assist, as needed, in helping the County reach a purchase decision.
 - Coordinate issuance and delivery of insurance program purchased by the County, and assist if any irregularities are detected.
- Compare and contrast the County's plan and performance with other like plans, if asked by the County.
- Provide the County with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.
- Assist in servicing of implementation of 2017-2018 employee benefit program as needed, and service subsequent year program renewals throughout the term of the contract.
- Must provide on-line enrollment for employees during open enrollment period.
- Must provide Affordable Care Act (ACA) reporting per federal guidelines.
- Must be able to offer proper HIPAA and COBRA Compliance Services, including proof of secure office processing and storage facilities.
- Assist in planning for each annual enrollment; assist the County with enrollment meetings and activities. Develop and print annual enrollment materials and guidelines.
- County has a Health Reimbursement Arrangement (HRA). Broker must maintain a website for employee submittal of HRA claims for review and assist with claims processing to the County for payment.
- Assist, as needed, with implementation of program changes when they occur.
- Act as liaison between the County and insurance providers.
- Provide oversight services and liaison services for supplemental insurance carriers that are currently in place. Oversight and liaison services may include billing issues and policy interpretations.

- Respond to questions regarding the insurance programs as may be presented by the County, and maintain verbal contact with employee benefits staff at least monthly.
- Be available on-site, as needed, for meetings or to address specific problems.
- Meet with the County at regular intervals (e.g. at least quarterly) to review and discuss plan performance, premium/claims history, market trends, insurance trends, and provide observations.
- Coordinate/schedule County's annual health and wellness fair.
- Present and participate in Insurance Committee meetings as necessary.
- Assist with implementing any Wellness/Health programs.
- Respond to employees, as needed, to educate them on coverage questions and help them with problems.
- Assist the County in evaluating and negotiating employee grievances related to health benefits issues.
- Monitor and notify the County of major developments regarding Federal and State compliance, medical benefits, and in the medical insurance industry or with the County's insurer that may affect the County.
- Provide timely information, literature, and consultation on Affordable Care Act (ACA) and other regulations that may affect the County.
- Research and provide responses to inquiries for issues found during the monthly reconciliation of insurance premium invoices.
- Provide an estimated renewal projection 120 days in advance of renewal, based on standard underwriting formula.
- Coordinate with the County prior to renewal with an updated estimate of renewal changes in premium, along with possible changes in coverage, policy terms, etc.
- Present final renewal pricing and policy changes approximately 120 days before renewal.
- Other services as mutually agreed upon.

PROPOSAL FORMAT

The submitted proposal shall be clear and concise and provide the information requested herein. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Content of proposals shall include:

1. **Title Page:** Title page shall show the RFP subject, title and proposal number; the firm's name; the name, address and telephone number of the contact person; and date of proposal.
2. **Cover Letter:** The Cover letter shall be written on the firm's letterhead stating the contents of the response is in conformance to all specifications including addendums for this RFP. The letter shall also state the proposal is valid for 90 days after submission to the County. The letter shall be signed by a person authorized to commit the firm in any contract with the County.
3. **Profile of Firm:** This section shall include the firm name, date established and the address of the office that would be assigned to Baker County accounts. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's financial stability, capacity and resources. Respond to the "Minimum Qualifications" as described in this RFP. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the proposer or by its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10)

years; or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.

4. **Proposals of the Firm:** This section shall include a response to each bulleted item listed in the “Scope of Work” section of this RFP. Provide an account client list from the past three (3) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client and the time period services have been provided to each account.
5. **Benefit Services:** Complete description of the benefit services to be provided to the County. Include major carriers under contract and the itemized products you’re offering to the County. Include services outlined in this written request, as well as additional recommended services.
6. **Client Communication:** Describe how your firm will maintain open and prompt communication with employees, retirees and County staff.
7. **Project Staffing:** The proposer is required to list the key individuals who will be assigned to the account, their proposals and disciplines. The proposer’s staff member who will be handling the County’s account will be an important factor considered. This section shall discuss how the proposer would staff this project. The proposer shall include the following:
 - a. Identify the names and office locations of the Account Manager and key personnel who will be assigned to the County’s account. Describe their areas of responsibility and their education, experience in those areas with emphasis on public sector organizations. Resume format is acceptable.
 - b. Explain any relationship staff may have with insurance providers and any Board or executive roles they serve on.
8. **Other:** Proposals shall also include descriptions of any affiliations or business relationships with any employee or elected official of the County.
9. **References:** Proposals shall have references from three (3) governmental entities in which similar services are currently being provided. Include Name of contact, title of contact, address and phone number, or e-mail.

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the BOCC.

PRICE AND CONTRACT

No fees or commission charges shall be billed to the County for these services.

The agreement resulting from this solicitation will commence on the date of award for one (1) year; with two (2) annual renewal options. Estimated commencement October 1, 2017. County renewal of Broker/Agent services for subsequent years will be in part dependent upon acceptability of costs, quality of service, provider stability and market conditions.

PROPOSAL EVALUATION CRITERIA

Evaluation of Proposals will be based on a 100-point system:

- **Compliance with RFP Instructions – 10 points**
 - Firm’s proposal complied with instructions issued in the RFP. Noncompliance with significant instructions may be grounds for proposal disqualification.
- **Firm Proposals and Firm Experience –35 points**
 - Extent & success firm has provided to organizations similar in nature & size of Baker County.
 - Firm’s experience and expertise on providing insurance benefits to the public sector
 - Firm’s ability to communicate, work effectively and build consensus with staff, elected officials, board and committees.
 - Volume of group health, dental, vision, and life/long-term disability handled by the firm.
- **Firm’s Approach – 35 points**
 - Firm’s ability to provide a level of service sufficient to meet the County's needs.
 - Firm’s ability to produce quality and functional broker services.
 - Firm’s design and staffing levels are sufficient to ensure timely completion of tasks.
 - Firm’s proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by Baker County
- **References – 20 points**
 - Results of information obtained from governmental client reference list provided by Respondent.

TOTAL 100 POINTS

The Insurance Committee will review and rank the proposals based on the above evaluation criteria. The Insurance Committee consists of the Clerk of Court, or his designee; the Property Appraiser, or his designee; the Supervisor of Elections, or her designee; the Sheriff, or his designee; the Tax Collector, or his designee; and the County Manager. The Insurance Committee will short-list the proposers. The County reserves the right to conduct oral presentations with the short-listed firms. The Insurance Committee shall submit their shortlist to the Board of County Commissioners along with a recommendation for award of the highest-ranked firm.

The County Commission reserves the right to award the contract to that proposer who will best serve the interest of the County. The County Commission may accept the recommendation of the Insurance Committee or may re-rank the proposers based upon the criteria. The County Commission must adopt a motion, approved by a super majority, to independently rank the proposers based upon the criteria set forth herein.

Based on the decision of the County Commission, the County Manager and the County Attorney shall prepare a contract, based upon the RFP for the highest ranked proposer in accordance with this RFP. The approval of the contract is the decision of the County Commission. Should negotiations be required regarding the contract, the County Manager and the County Attorney shall be authorized to negotiate the terms subject to Board of County Commissioners approval. If a successful contract is not negotiated and approved by the Board of County Commissioners, the Board of County Commissioners may authorize the County Manager and the County Attorney to negotiate a contract with the second ranked proposer subject to approval of the contract by the Board of County Commissioners. If a successful contract is not negotiated and approved by the County Commission, the Board of County Commissioners may authorize

the County Manager and the County Attorney to negotiate with the third ranked proposer subject to approval by the Board of County Commissioners.

DISQUALIFICATION OF RESPONDENTS

Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes. Attachment "B" must be completed, signed and included in the Respondent's proposal.

Conflict of Interest. Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

Prohibited Communication. Any form of communication, except as to the County Manager, shall be prohibited regarding this particular Request for Proposals, between:

1. Any person or person's representative or any person on behalf of anyone seeking an award from such competitive solicitation; and
2. Any County Commissioner, Insurance Committee member, County Attorney, or any county employee not identified as a point of contact for this Request for Proposals.

The prohibited communication shall be in effect as of the date of release of this RFP. The provisions of this section shall terminate at the time the Board awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

A violation of the prohibited communication section shall be cause for disqualification of the bid or proposal. The determination of a violation shall be made by the Insurance Committee and communicated to the proposer.

EXAMINATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the County Manager in writing.

INTERPRETATIONS

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made

in writing in the form of an addendum and posted on the County's website prior to the established response opening date. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to check the County website for any addenda issued before responses are opened. If such Addenda has been posted on the County's website, the Respondent shall complete Addenda Acknowledgement Attachment "A" and include this form in the RFP response.

INDEMNIFICATION

The Respondent shall defend, indemnify and hold harmless the Baker County BOCC, its officers agents and employees from any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, expenses, caused or alleged to be caused by intentional or negligent acts of, or omission of agent/broker, its agents or employees or officers or accruing from the subject matter of an approved contract. Agent/broker shall defend any lawsuit or proceeding brought against the County by reason of such claim or action arising out of the approved contract.

ATTACHMENT "A"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. BID NO. 2017-03	Addendum # _____ through # _____
Company Name:	
Person Completing RFP (Signature)	
Title:	
Printed name of person above):	Date:

>>>Failure to submit this form would have a negative impact on your evaluation score<<<

ATTACHMENT "B"

BAKER COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1) (a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, 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, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPREAED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

(Notary Public)

My Commission Expires: _____ (seal)

Attachment “D”

INSURANCE REQUIREMENTS

Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

Professional Liability:

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.
- b. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.

Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

Umbrella policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$1,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.

Additional Insured. County is to be specifically included as an additional insured.

Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

Attachment “E”

SAMPLE BROKER SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20__ , by and between the Board of County Commissioners of Baker County, a political subdivision of the State of Florida, hereinafter referred to as “County”, and _____, a _____ Corporation, whose principle office address is located at _____, hereinafter referred to as “Broker”:

WHEREAS, the County desires to obtain Brokerage Services for Health Insurance and Employee Benefits; and

WHEREAS, said services are more fully described in the Scope of Services, Schedule “A”, which is attached hereto and made a part hereof; and

WHEREAS, the Broker desires to render certain professional services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Broker for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Term.** This agreement shall be effective for a period of three (3) years commencing on the effective date first stated above unless sooner terminated as herein provided.
2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. However, Broker and related or affiliated companies may provide services as an insurance agent on behalf of certain insurance carriers. County acknowledges that, in some instances, Broker may be performing services as an insurance agent for the insurance county and expressly consents to such relationship in the rendition of services under this Agreement.
3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide services set forth in the attached Schedule A. In addition to the services set forth in Schedule A, Broker shall provide the following:
 - a) Broker shall assist County in preparing applications and shall produce insurance carrier submissions from data provided by County.
 - b) Broker shall assess the financial stability of the insurers recommended to County based upon reliable public sources of information including, but not limited to, A.M. Best Company. Broker shall provide County upon request available financial rating information regarding carrier

financial strength. However, nothing herein shall be construed as a guarantee or warranty regarding the financial solvency of any insurer or intermediary recommended by Broker.

- c) Broker shall review all insurance policies and endorsements delivered to Broker by an insurance carrier or intermediary and shall deliver such policies and endorsements, with any recommended changes, to County. Upon delivery of policies and endorsements, County shall independently review and verify that the terms, conditions and coverage provided under the policies and endorsements are consistent with the County's instructions and requirements.

4. **County Responsibilities.** In consideration of the services provided by Broker, County agrees as follows:

- a) County shall cooperate fully with Broker and the insurance companies with whom
- b) Broker solicits in the performance of Broker's obligations in this Agreement.
- c) County shall produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. County further agrees to provide Broker with notice of any material changes in County's business operations, risk exposures or in any other material information provided under this Agreement.
- d) County shall timely pay all premiums and fees.
- e) County shall review, confirm the accuracy and recommend any changes to insurance policies issued to County in addition to any review conducted by Broker.
- f) County agrees that, so long as Broker fulfills its obligations under this Agreement, County shall not issue or cause to be issued any agent/broker of record letters that would have the effect of depriving Broker of access to insurance markets.

5. **Insurance.** During the term of this Agreement, Broker, at its sole expense, shall maintain insurance agent's errors and omissions liability insurance for activities and services pursuant to this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000.00).

6. **Termination.**

- a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least **ninety (90)** days prior to the effective date of termination, which shall be specified in such written notice.
- b) Notwithstanding the provisions in sub-paragraph (a) above, County may terminate this Agreement upon the happening of any one of the following causes:
 - 1. Suspension or termination of Broker's insurance license in the State of Florida, which is not cured by Broker within sixty (60) days following such suspension or termination;
 - 2. Broker's participation in any fraud; or
 - 3. Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in this sub-paragraph (b) shall become effective upon the delivery of written notice of termination to Broker or at such later time as may be specified in the written notice.

- c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes:
 - 1. County's participation in any fraud; or

2. County's material failure to properly perform its duties and responsibilities hereunder because of County's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in this sub-paragraph (c) shall become effective upon the delivery of written notice of termination to County or at such later time as may be specified in the written notice.

7. **Confidential Information and Related Matters.** The parties recognize and acknowledge that, in the course of dealings pursuant to this Agreement, the parties shall be privy to Confidential Information (as hereafter defined). The parties further acknowledge that the Confidential Information constitutes valuable, secret, special, and unique assets of Broker and County. The parties covenant and agree that, during the term of this Agreement, they will not disclose the other party's Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of the other party. Broker agrees that it will not use County's Confidential Information except in furtherance of obligations in this Agreement. The term "Confidential Information" includes all information, whether or not reduced to written or recorded form, that is related to the parties hereto and that is not generally known to competitors nor intended for general dissemination, including but not limited to: (a) customer lists, insurance carriers, accounts and records pertaining thereto; and (b) prospect lists, policy forms, and/or rating information, expiration dates, information on risk characteristics, information concerning insurance markets for large or unusual risks, and all other types of written information customarily used by County or available to Broker. The parties covenant to maintain the confidentiality of this information notwithstanding that employees of either party may have free access to the information for the purpose of performing their duties hereunder, and notwithstanding that employees and contractors who are not expressly bound by agreements similar to this agreement may have access to such information for job purposes. The parties acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it by confidential envelope or communication, in order to preserve the confidential nature of the information.
8. **Indemnification.** Broker shall indemnify and hold harmless the County from and against any actions, suits, claims, demands or direct damages, i.e., excluding consequential, punitive or other indirect damages ("Adverse Consequences") incurred while acting in its capacity as Broker for services for the County and arising out of the actions or omissions of the Broker hereunder, except and to the extent such Adverse Consequences were caused or contributed to by County or County's subsidiaries or affiliates. Without waiver of limitation of liability as provided for in § 768.28 (5) of the Florida Statutes and to the extent permitted by law, County agrees to indemnify and hold harmless Broker from any and all liability costs and expenses Broker may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement.
9. **Waiver of Breach.** In the event any breach of this Agreement by the Broker is waived in writing by the County, such waiver shall not constitute a waiver of any subsequent breach by the County.
10. **Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by Certified Mail to:**

County at:

Baker County Board of County Commissioners

55 N. 3rd St.
Macclenny, FL 32063

With a copy to the County Attorney at:

Kopelousos, Bradley & Garrison, P.A.
1279 Kingsley Avenue #118
Orange Park, FL 32073

Broker at:

TBD

or such other address as either shall give to the other in writing for this purpose.

11. **Interpretation.** This Agreement shall not be construed or interpreted in a manner adverse to any party on the grounds that such party was responsible for drafting any portion of it.
12. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.
13. **Florida Law Applies.** This Agreement has been made and executed in the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.
14. **Attorneys' Fees.** In the event of a dispute concerning the terms of this Agreement, or arising out of the employment relationship created by this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy obtained,
 - a) all reasonable attorneys' fees incurred in the investigation and preparation of issues for trial and in the trial and appellate proceedings, and
 - b) reasonable costs and expenses of investigation and litigation, including expert witness fees, deposition costs (appearance fee and transcript charges), injunction bond premiums, travel and lodging expenses, arbitration fees and charges, and all other reasonable costs and expenses.
15. **Venue.** Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Baker County, Florida.
16. **Waiver of Jury Trial.** The parties waive any right to a trial by jury in the event of litigation arising out of this Agreement.
17. **Paragraph Headings.** The paragraph headings and designations used throughout this Agreement have been inserted solely for convenience in reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.
18. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties to this Broker Services Agreement have hereunto set their hands and seals as of the day and year first above written.

Baker County Board of County Commissioners

COMPANY NAME

Oliver J. Anderson, Chairman
Date: _____

Authorized Representative

ATTEST:

Stacie D. Harvey, Clerk