

BROKER/AGENT AGREEMENT

THIS BROKER/AGENT AGREEMENT ("Agreement") is entered into, is effective as of July 6, 2016 ("Effective Date"), by and between the County of Nassau, a political subdivision of the State of Florida, ("County"), whose principal address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, and MFB Financial, Inc., dba The Bailey Group, whose principal office is located at 1200 Plantation Island Drive, Suite 210, St. Augustine, FL 32080, (hereinafter referred to as "Broker/Agent").

RECITALS

1. Broker/Agent is duly and currently licensed with the State of Florida and is qualified to perform the duties set forth in Exhibit "A" for Nassau County, Florida; and
2. County desires to engage Broker/Agent to perform the duties set forth in Exhibit "A" and the Broker/Agent desires to provide those services to Nassau County; and
3. Broker/Agent has experience and expertise in performing the duties set forth in Exhibit "A" under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. Incorporation of Recitals.

The recitals set forth above and those set forth in Exhibit "A" are hereby incorporated into this Agreement. The parties enter into this Agreement as a full statement of their respective responsibilities hereunder.

ARTICLE II. Duties and Responsibilities of Broker/Agent

Section 2.1 Scope of Authority.

Broker/Agent is authorized to perform the services set forth in Exhibit "A" as Scope of Work and Broker/Agent agrees to use its best efforts in performing those duties.

Section 2.2 Commencement of Duties and Responsibilities.

The duties and responsibilities set forth herein for the implementation of the 2016-2017 Employee Benefit Program may commence prior to October 2016 at the direction of the County.

ARTICLE III. Representations and Warranties of Broker/Agent

Section 3.1 Qualifications.

Broker/Agent warrants that it is duly and currently licensed with the State of Florida and is qualified under such license to perform the duties set forth in Exhibit "A". Broker/Agent shall maintain licensure and good standing under the Insurance Code of the State of Florida.

Section 3.2 Records and Access to Records.

Broker/Agent shall maintain complete records (i) as may be required by Nassau County or the Florida Department of Insurance or any other governmental entity. Any and all records described above shall be accessible and available to representatives of the County, and of the Clerk's Office.

ARTICLE IV: Compensations

Section 4.1 Payment.

In consideration of the services to be provided by Broker/Agent under this agreement, including Section 2.2, County agrees to pay to Broker/Agent a monthly lump sum fixed amount beginning October 2016 of \$6,000.00 per month. Said amount payable monthly upon receipt of an invoice. Broker/Agent shall not receive any other form of compensation from any third party, including providers, including but not limited to, bonuses, supplemental income, commission or

any contingency pay related to County's policies. Broker/Agent shall provide documentation, as requested by the County, on an annual basis, as to this paragraph.

ARTICLE V: Term

The term of this Agreement will commence on the Effective Date and will continue through September 30, 2017 and may be extended by the Board of County Commissioners through December 30, 2017 to coincide with the possible modification of the anniversary/renewal date for the County's insurance benefit programs. This Agreement may be renewed with no cost increase for a period of one year increments (commencing September 30, 2017 or December 31, 2017 at the direction of the Board of County Commissioners) for up to three (3) additional consecutive one year terms unless terminated as provided herein or upon termination of County's agreement with Broker/Agent. County renewal of Broker/Agent shall be in part dependent upon accessibility of costs, quality of service, provider stability and market conditions.

ARTICLE VI: Termination

6.1 Termination without Cause.

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 thirty (30) days prior written notice to the other party.

6.2 Termination With Cause.

Notwithstanding the provisions in sub-paragraph 6.1 above, COUNTY may terminate this Agreement upon the happening of any one of the following causes:

- a. Suspension or termination of Broker/Agent's insurance license in the State of Florida;
- b. Broker/Agent's conviction of any fraudulent act;
- c. Broker/Agent's material failure to properly perform its duties and responsibilities hereunder because of Broker/Agent's gross neglect, proven dishonesty or commission of a felony.

The County may, at its sole discretion, terminate this Agreement without notice as of the date of any one or more of the above circumstances. In addition, County may terminate this Agreement immediately if Broker/Agent merges with or is acquired by a competitor or if a competitor of Broker/Agent acquires substantially all of the assets of Broker/Agent or in the event any officer, directors or employees is placed on the convicted vendor list pursuant to s. 287.133, Florida Statutes.

Termination for any cause enumerated in this sub-paragraph (b) shall become effective upon the delivery of written notice of termination to Broker/Agent.

ARTICLE VII: Insurance

Broker/Agent shall maintain the requisite insurance set forth in Exhibit "A" and any and all insurance required by the State of Florida.

ARTICLE VIII: Indemnification

Section 8.1 Broker/Agent to Indemnify.

Broker/Agent shall defend, indemnify and hold harmless the Nassau County Board of County Commissioners, its officer, 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 Broker/Agent, its agents or employees or officers or accruing from the subject matter of an approved contract. Broker/Agent shall defend any lawsuit or proceeding brought against the County by reason of such claim or action arising out of the approved contract.

ARTICLE IX: Independent Contractor.

This Agreement is not intended to create, nor is it to be construed as creating, any relationship between Broker/Agent and COUNTY other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither Broker/Agent or COUNTY, nor any of their respective officers, directors, or employees, shall act as nor be construed to be the agent,

employee or representative of the other. Furthermore, Broker/Agent shall not represent to other that it has the authority to bind COUNTY unless specifically authorized in writing to do so.

ARTICLE X: Confidentiality and Proprietary Information

Broker/Agent shall comply with the Health Insurance Portability and Accountability Act (HIPAA)(42 U.S.C. Section 1320D et seq.) as well as all regulations promulgated thereunder (45 C.F.R. Parts 160, 162, 164).

ARTICLE XI: Nondiscrimination

Broker/Agent shall not differentiate or discriminate in the provision of services or against any of its employees or any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex.

ARTICLE XII: Standard County Terms

Section 12.1 Assignment

This Agreement may not be assigned or subcontracted by Broker/Agent without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

Section 12.2 Funding

In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY must promptly notify Broker/Agent of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

Section 12.3 Third Party Beneficiaries

Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of a third party.

Section 12.4 Public Records

Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ARTICLE XIII: Miscellaneous

Section 13.1 Notice.

Any notice required hereunder shall be in writing, signed by a duly authorized officer, and shall be delivered personally (by courier or otherwise), sent by certified mail, registered, or express mail, postage prepaid and return receipt requested, or transmitted by telecopier with a copy of such notice or other communication and a confirmation of transmission sent by certified, registered or express mail, postage prepaid and return receipt requested, and shall be addressed as follows:

When Broker/Agent is to be notified:

Mark F. Bailey, President
MFB Financial, Inc., dba The Bailey Group
1200 Plantation Island Drive, Suite 210
St. Augustine, FL 32080
Email: m Bailey@mbaileygroup.com

When COUNTY is to be notified:

Ted Selby
County Manager
96135 Nassau Place, Suite 1
Yulee, FL 32097
Email: t selby@nassaucountyfl.com

With a copy to:

Michael S. Mullin
County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097
Email: m mullin@nassaucountyfl.com

A Party may, by notice given in accordance with this Section 13.1 to the other Party, designate another address or person to which notice is required to be given pursuant to this Agreement shall thereafter be transmitted. Each notice transmitted shall be deemed to have been given, received and become effective for

all purposes at the earlier of the time it shall have been actually received or (i) delivered to the addressee as indicated by the return receipt or the affidavit of the messenger, or transmitted to the addressee or (ii) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

Section 13.2 Entire Agreement: Amendment; Modification.

This Agreement and attachments embody the entire Agreement among the Parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous, oral or written, understandings, negotiations, or communications on behalf of such parties. This Agreement may not be amended or modified except by a written instrument executed by the Parties hereto. All amendments and modifications shall be in the form of a supplemental agreement.

Section 13.3 Waiver.

No waiver of any provision of this Agreement shall be binding upon any Party unless such waiver is expressly set forth in a written instrument executed by such Party. Such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise nor the delay or failure to exercise any right, power or remedy shall operate as a waiver of or impair, limit or restrict the exercise by any Party of any such right, power or remedy at any time and from time to time thereafter. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

Section 13.4 Governing Law.

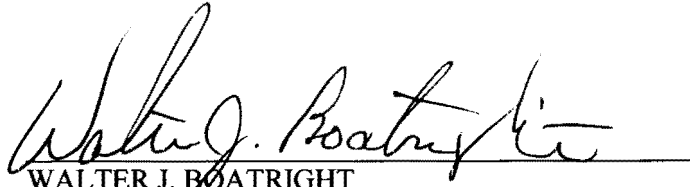
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal action or proceeding arising out of or construing this Agreement shall lie in the state courts for Nassau County, Florida. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns.

Section 13.5 Terms of Contract.

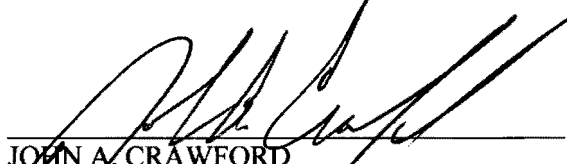
Both parties agree and acknowledge that they have had reasonable time to review and comment on the terms of the contract. Both parties agree and acknowledge that they approve the terms of the contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

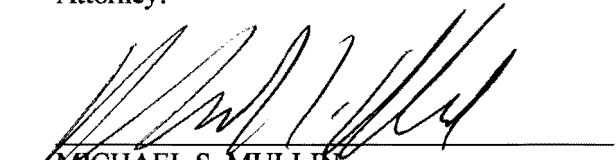

WALTER J. BOATRIGHT
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MBS
07.07.16

Approved as to form by the Nassau County
Attorney:


MICHAEL S. MULLIN

(SIGNATURES CONTINUE ON THE NEXT PAGE)

("MFB FINANCIAL, INC.,
Dba THE BAILEY GROUP")

Witnesses:

[Handwritten Signature]
Signature

MADISON COFIELD
Printed Name of Witness

[Handwritten Signature]
Mark F. Bailey
Its: President

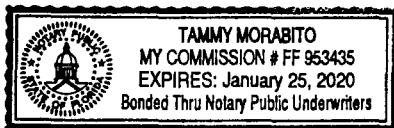
Witnesses:

[Handwritten Signature]
Signature

[Handwritten Name]
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 26th day of May, 2016, by Mark F. Bailey of MFB Financial, Inc., a Florida Profit Corp corporation, on behalf of the corporation, who is () personally known to me or () has produced _____ as identification.



(Affix official seal)

[Handwritten Signature]
Notary Public, State of Florida
Tammy Morabito
Print or type Name

Notary Public, State of Florida
My Commission Expires: 1/25/20

EXHIBIT "A"

**Board of County Commissioners
Nassau County, Florida**

Request for Proposals (RFP)

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Nassau County, Florida (BOCC) invites sealed proposals for:

**BROKER/AGENT SERVICE FOR INSURANCE PROGRAMS
BID NO. NC16-011**

GENERAL INFORMATION

Nassau County, Florida is seeking proposals from established, qualified, Broker/Agent to service the County's employee insurance programs. 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. Insurance programs include fully insured health insurance, dental, life/long-term disability, 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 830 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 Nassau 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 Onvia Demandstar at <http://www.demandstar.com>. All questions pertaining to this Request for Proposals (RFP) should be directed to:

Charlotte J. Young, CPPB, Contract Manager
Nassau County Contract Management Division
96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040 Fax: (904) 321-5917
Email: cyoung@nassaucountyfl.com

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda 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" to Exhibit "A".

Proposers must submit one (1) response marked "Original" and ten (10) copies marked "Copy" for a total of eleven (11) complete packages of the proposal in a sealed envelope. Proposals shall be addressed to:

**Board of County Commissioners, Nassau County
Office of the Ex-Officio Clerk
76347 Veterans Way, Suite 456
Yulee, Florida 32097**

All proposals must be received by April 19, 2016 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 April 20, 2016 in the Clerk's office, located at 76347 Veterans Way, Suite 456, Yulee, Florida at 10:00 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. Nassau 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 Nassau County BOCC.

BACKGROUND

Nassau County is located in northeast Florida. The County has approximately 830 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 | 287 | Tax Collector | 33 |
| Clerk of Courts | 66 | Supervisor of Elections | 9 |
| Property Appraiser | 21 | Retirees (administered by BOCC) | 190 |
| Sheriff | 222 | | |

This figure does not include eligible dependents, as this amount can't be reasonably estimated. All County insurance benefit programs currently have an **October 1** anniversary/renewal date. However, the County is exploring a fifteen (15) month term to be effective October 1, 2016 to change the annual renewal date to January 1 each year. Current health insurance benefits are provided by Florida Blue and annual premium costs are approximately \$6.4 million. Dental and vision insurance benefits are currently provided by Humana (CompBenefits Company) and have an approximate total annual premium cost of \$140,000 and \$45,000, respectively. Life/long-term disability insurance benefits are provided by Standard Insurance Company and premium cost approximate \$290,000 a 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 currently has a valid contract with Greene Hazel Insurance Group to provide insurance consulting through September 30, 2016. Greene Hazel is drafting the Request for Proposals (RFP) for each of the benefit programs and will have the RFP finalized before the Broker/Agent is awarded.

CALENDAR OF EVENTS

The County has established the following timeline for this RFP:

| | |
|-----------------------------|----------------|
| Release of RFP: | March 30, 2016 |
| RFP Responses Due: | April 19, 2016 |
| RFP Opening: | April 20, 2016 |
| Insurance Committee Review: | April 22, 2016 |
| BOCC Contract Award: | May 18, 2016 |

SCOPE OF WORK

The Respondent awarded the contract under this RFP shall provide comprehensive Broker/Agent Services for health, life/long-term disability, dental and vision benefits for the Nassau County Board of County Commissioners and Constitutional Offices. The County requires that qualified respondents be licensed insurance agents in the State of Florida that are independent and not employees of any insurance company, third party administrative agency or provider network.

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

- Assist in servicing of implementation of 2016-2017 employee benefit program as needed, and service subsequent year program renewals throughout the term of the contract.
- Assist in planning for each annual enrollment; assist the County with enrollment meetings and activities.
- Assist, as needed, with implementation of program changes when they occur.
- Act as liaison between the County and insurance providers.
- 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.
- Meet with the County's Employee Wellness Committee as needed. Assist with implementing the Wellness Program as needed.
- Respond to employees, as needed, to educate them on coverage questions and help them with problems.
- Present and participate in Insurance Committee meetings as necessary.
- 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 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 about 120 days before renewal.
- If desired by the County, 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.
- Other services as mutually agreed upon.

MINIMUM PROPOSALS

Interested parties should possess the following minimum proposals:

- The proposer shall have at least ten (10) 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 Nassau County.
- Must have serviced an employer that had at least 500 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 thirty (30) calendar days shall provide the basis for termination of award. Any and all insurance certificates shall cite the Board of County Commissioners as an additional insured.

CONTENT OF SUBMISSION

The submission in response to this RFP 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:

- **Profile of Firm:** This section shall include the firm name, date established and the address of the office that would be assigned to Nassau 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. 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.
- **Proposals of the Firm:** This section shall include a brief description of the proposer's and any sub consultant's proposals and summary of previous experience on similar or related projects. Provide a firm and an account team 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.

- **Services:** Complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services. A description of the group health, dental, vision, and life/long-term disability volume handled by the firm.
- **Client Communication:** Describe how your firm will maintain open and prompt communication with employees, retirees and County staff.
- **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:
 - Provide a complete description of the organizational structure of the company and the method by which work is accomplished.
 - Explain any relationship staff may have with insurance providers and any Board or executive roles they serve on.
 - 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 and professional proposals in those areas with emphasis on public sector organizations. Resume format is acceptable.
- **Other:** Proposals shall also include descriptions of any affiliations or business relationships with any employee or elected official of the County.
- **References:** Proposals shall have references from three (3) governmental entities. Name of contact, title of contact, address and phone number should be provided.

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

In addition to the content of submission noted above, the County also requires that each proposal contain a SEPARATE SEALED envelope, marked 'PRICE PROPOSAL,' that contains the firm's lump sum MONTHLY fee for providing the services listed in the scope of work. This fee shall be a lump sum FIXED amount that will be paid by the County beginning October 2016. Commission as a percentage of premiums is not desired. The fee amount may be broken down between health, life/long-term disability, dental and vision services, but is not required to be stated as such. Selected Broker/Agent may not receive any other form of compensation, including but not limited to, bonuses, supplemental income or any form of contingency pay related to the County's policies. Price will be a small evaluation factor and the sealed price proposal envelope will only be opened for the three (3) top ranked firms based on the first four criteria factors described below.

The agreement resulting from this solicitation will commence on the date of award through September 30, 2017, but may be extended through December 31, 2017 to coincide with the County's possible modification to our renewal date. Up to three years of renewals at the same price proposed will be available to the firm awarded the contract. 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.

CRITERIA AND EVALUATION OF SUBMISSIONS BY THE INSURANCE COMMITTEE

A 100-point formula scoring system will be utilized by the Insurance Committee based upon the following criteria:

- **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 Nassau 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 – 25 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 Nassau County
- **References – 15 points**
 - Results of information obtained from governmental client reference list provided by Respondent.
- **Pricing – 15 points**
 - Price proposals will be opened for the top three firms to have the highest rating out of the 85 points available stated above.
 - 15 points will be awarded for the lowest price, 10 points for the next lowest and 5 points for the highest price.

The Insurance Committee will meet and rank the proposers based on the evaluation criteria. The Insurance Committee will short-list the proposers and may conduct interviews with the short listed proposers and shall rank the shortlisted proposers in order of preference. The Insurance Committee shall submit their shortlist to the Board of County Commissioners.

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, and will make their recommendation to the County Commission who will make the final decision with regard to the proposer that should be chosen. 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 number one 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" to Exhibit "A" 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 Contract 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 Manager, 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's Contract Management Division 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, if issued, will be mailed or sent by available means to all known prospective Respondents 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 verify all addenda issued have been received before responses are opened.

INDEMNIFICATION

The Respondent shall defend, indemnify and hold harmless the Nassau 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" TO EXHIBIT "A"

Addendum Acknowledgment

| | |
|---|---|
| Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. BID NO. NC16-011 | Addendum # _____ through # _____ Initial: Date: |
| Person Completing RFP (Signature) | |
| Name (Printed): | Title: |

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

ATTACHMENT "B" TO EXHIBIT "A"

NASSAU 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 APPREARED 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)