

WAKULLA COUNTY  
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR  
AGENT OF RECORD SERVICES  
RFP 2022-07**

**RFP ADVERTISE DATE: APRIL 7, 2022  
RFP RELEASE DATE: APRIL 7, 2022  
RESPONSES DUE DATE AND TIME: MAY 26, 2022 @ 3:00 P.M.**

**MAIL OR DELIVER RESPONSES TO:  
(*hand-delivery or express mail services*)**  
Wakulla County Board of County Commissioners  
ATTN: RFP 2022-07  
3093 Crawfordville Highway  
Crawfordville, FL 32327

**Contact:**  
PROCUREMENT OFFICE  
Christy Stringer  
3093 Crawfordville Highway  
Crawfordville, FL 32327  
850-926-0919  
cstringer@mywakulla.com

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**INTENT AND GENERAL INFORMATION**

Wakulla County is seeking proposals from qualified and registered Agents of Record (AOR) to service the County's Employee Benefit Programs. The Respondent selected will be responsible for performing all services as outlined in Section 3.0, Scope of Services. This RFP is for Agent of Record Services only and is not a request for medical insurance or other employee benefit plans. Failure to comply with this requirement may result in disqualification.

The Respondent awarded a contract under this RFP shall provide comprehensive AOR Services for the Wakulla County Board of County Commissioners and Constitutional Officers, as the "Client". The County requires that the qualified respondent be a licensed insurance agent in the State of Florida, are independent employees of any insurance company and third-party administrative agency or provider network. The insurance agency or self-insurance pool must have a minimum of five (5) years of experience in providing insurance services to the public sector employers.

Each candidate is being asked to submit a formal written proposal to detail its capabilities in servicing the Client. The successful broker will begin servicing the Client upon approval and award by the Wakulla County Board of County Commissioners. The awarded organization will focus entirely on securing the coverage herein referenced in Section 3.0 with an effective date of November 1, 2022. The awarded organization will be held to aggressive service requirements and high-quality standards in providing service for the County.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Wakulla County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Procurement Office will issue an addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

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While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Pursuant to Section 2.264 of the Wakulla County Code of Ordinances, this procurement is subject to the minority, women, and small business enterprise program (W/MBE) the purpose of which is to ensure women and minority owned businesses are aware of the opportunities to do business with the County. Pursuant to such program, this solicitation is subject to the following requirements:

- (1) The county will utilize the State of Florida, City of Tallahassee, Leon County, and Florida Department of Transportation (FDOT) directories to notify certified W/MBE firms of procurement opportunities in Wakulla County. The efforts of such outreach shall be maintained in the original procurement solicitation file.
- (2) Each primary contractor that intends to use subcontractors shall also use the State of Florida, City of Tallahassee, Leon County and FDOT directories of W/MBE to solicit W/MBEs for subcontracting opportunities under a primary contract.
- (3) Each primary contractor that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with this competitive procurement document.

**SECTION 1.0 SCHEDULE OF EVENTS**

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

*All times listed in the Schedule of Events are Eastern Standard Time (EST).*

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	April 7, 2022
Release of Request for Proposals	April 7, 2022
Questions Due from Prospective Bidder	April 28, 2022
Responses to questions due	May 12, 2022
<b>PROPOSALS DUE TO BOCC</b>	<b>MAY 26, 2022 @ 3:00 P.M.</b>
Oral Presentations (if needed)	June 13th-15th, 2022
Posting of Intended Award	June 27, 2022
Board Consideration of Intended Award	July 18, 2022
Posting of Notice of Award	July 19, 2022

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Christy Stringer, Procurement Coordinator, at [cstringer@mywakulla.com](mailto:cstringer@mywakulla.com).

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Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) will be issued.

**SECTION 2.0 CONE OF SILENCE**

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **April 7, 2022**.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s).

**SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)**

**3.1 Scope of Work**

Wakulla County is requesting proposals from qualified firms to provide Agent of Record services for the County's Employee Benefit Program. At this time, the Wakulla County Sheriff's Office only participates in the County's Health Insurance Plan, Telemedicine Services and Flexible Spending Account (FSA), however this is subject to change. The benefit programs include:

- Health Insurance Plan for all Constitutional offices (including the Wakulla County Sheriff's Office)
- Dental Plans
- Life Insurance Coverage (min. coverage \$20K per full-time employee)
- Voluntary Life Coverage
- Short-Term Disability
- Telehealth Program
- Section 125 Plans

In addition to the above, the Agent of Record needs to be prepared to offer, at no expense to the County, the following services:

- Provide third party Consolidated Omnibus Budget Reconciliation Act (COBRA) services

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- Attend and participate in annual (Electronic) Open Enrollment Benefit Fair
- Design and prepare Annual Employee Benefit Statements
- Communicating any Federal or State mandates as they relate to Affordable Care Act (ACA)
- Third party ACA provider for reporting and preparing 1095C's as required
- Serve as liaison with all vendors keeping the County's best interest forefront.
- Annually prepare the "Benefits At A Glance" brochure for the Electronic Open Enrollment Fair and for the newly employed.
- Annually provide statistical analysis of programs; hospitalizations; urgent care use; member statistics including claim utilization, identify trends and anomalies, use of coverages, etc.

The County anticipates entering into an exclusive contract with the firm that is deemed to be the most beneficial to the County for the purposes of the RFP. Wakulla County has an estimated 317 employees with approximately 75% utilizing the various benefit plans specified. The County's benefit plan year is from October 1<sup>st</sup>-September 30<sup>th</sup>.

**3.2 Responsibilities of the Agent of Record**

- 3.2.1 Review existing benefit plans and identify potential gaps or overlaps. Make recommendations for modification.
- 3.2.2 Represent the County with best efforts regarding employee benefits when dealing with benefit service providers. Obtain and analyze periodic reports of claims utilization and other pertinent information from service providers. Identify claim trends and anomalies in a timely manner and prepare recommendations to the County on any potential actions to be taken.
- 3.2.3 Review historical claims experience, demographic data trends, and plan performance from a finance perspective.
- 3.2.4 Make recommendations regarding plan design alternatives with associated cost/savings projections.
- 3.2.5 Perform all professional services related to preparing requests for proposal and negotiating the best proposal from selected vendors.
- 3.2.6 Prepare Summary reports with comparative analysis of all submittals submitted including plan design, rates, networks, and service guarantees. Present results to Human Resources and County Administrator.

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- 3.2.7 Work with the Employee Support Services Office to coordinate, conduct and participate in the implementation of benefits and electronic annual open enrollment process, employee meetings, annual benefit fair, and other educational opportunities as they arise.
- 3.2.8 Assist in the review and/or creation of enrollment materials to enhance the overall perceived value of the benefits and compensation.
- 3.2.9 Be available to answer questions and assist the Employee Support Services Office with issues relating to the COBRA with the County in during the open enrollment process at no cost to the County.
- 3.2.10 Conduct an annual benefit survey of other local entities as determined by County staff that includes the level of benefits provided and the cost/premiums associated with such benefits.
- 3.2.11 Review process and procedures and make recommendations with regard to compliance issues; Americans with Disabilities Act (ADA), Health Insurance Portability & Accountability Act (HIPAA), Family Medical Leave Act (FMLA), Affordable Care Act (ACA), etc. Provide periodic training sessions to educate County staff regarding industry, regional, and local trends, legislative changes, benefit options and other decision-making considerations. Provide other services on an as-needed basis.
- 3.2.12 Keep the Human Resource Director and the County Administrator fully advised of changes relating to:
  - A. Analyzing benefit structures, costs, and services of service providers.
  - B. Review insurance contracts for conformity with County requirements
  - C. Federal legislation relating to the Affordable Health Care Act
  - D. Development of employee communication material.
  - E. Assist with implementation of benefit plan documents.
  - F. Attend applicable employee meetings.
  - G. Provide updates regarding on-going medical trends affecting the County's medical plan.
- 3.2.13. Compensation for all services provided by the Agent of Record shall be in the form of commission from carriers/vendors. Compensation will be based on the negotiated commission paid by each carrier for the respective lines of coverage. No additional costs or fees will be paid by the County. The successful Agent of Record will provide an annual statement, from each carrier, giving full disclosure of earned compensation. Annual disclosures of all direct or indirect earnings will be required. All annual disclosure

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statements/reports will be sent to the Director of Employee Support Services: 3093 Crawfordville Highway, Crawfordville, FL 32327.

**SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS**

**4.1 Overview**

- 4.1.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible in accordance with Sec. 2.255(c) of the Wakulla County Code of Ordinances.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
  - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
  - c. Individual shall show the Proposer’s name and business address.



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- d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.1.5 All names shall be printed and signed in “blue” ink.
- 4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Proposal form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

**SECTION 5.0 PROPOSAL OPENING**

- 5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by addendum.

**SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS**

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.

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- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.
- 6.6 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.
- 6.7 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed below:

<b>CRITERIA</b>	<b>Score</b>
<b>1. Executive Summary</b>	25
<b>2. Organization and Ability of Consultant and Staff</b>	25
<b>3. Relevant Firm Experience</b>	20
<b>4. Quality of References</b>	15
<b>5. Oral Presentations (if needed)</b>	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

- 6.8 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.
- 6.9 The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

**SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION**

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract

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shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

**SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)**

**8.1 Definitions**

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

***Agent of Record*** the individual or company authorized to represent an insured in the purchase, servicing, and maintenance of insurance coverage with a designated insurer.

***Award*** means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

***County*** means the Wakulla Board of County Commissioners (BOCC) and its employees.

***Contract*** means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

***RFP*** means this document, its attachments and any document hereinafter incorporated by reference.

***Proposer*** means any firm, individual or organization submitting a Proposal in response to this RFP.

***Successful Proposer*** means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

***Work*** or ***SOW*** means the scope of work and/or services.

**8.2 Florida Public Records Law and Confidentiality**

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- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2. Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

**8.3 Procurement Challenges**

Any Proposer who desires to formally protest shall follow the procedures outlined in the Wakulla County Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.255(f) – Competitive Procurements, which is incorporated by reference.

**8.4 Construction and Venue**

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The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Wakulla County, Florida, United States.

**8.5 Contract**

8.5.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as **Appendix "B"** and incorporated herein by reference.

8.5.2 Any exceptions to the proposed Contract must be noted in proposal response in **Tab 6 – Form 16 - Comments on Proposed Contract**. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer's Contract exceptions. Contingent Proposals will not be accepted.

**8.6 Insurance Requirements and Bond Requirements**

8.6.1 Insurance Verification Requirements – See Appendix "B", Section 7.

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

- |    |                                 |  |
|----|---------------------------------|--|
| 1. | Worker's Compensation           |  |
|    | 1.) State                       | Statutory  |
|    | 2.) Employer's Liability        | \$100,000 each accident<br>\$500,000 policy aggregate    |
| 2. | Business Automobile             | \$1,000,000 each occurrence<br>(A combined single limit) |
| 3. | Commercial General Liability    | \$1,000,000 each occurrence<br>(A combined single limit) |
| 4. | Personal and Advertising Injury | \$250,000.00   |

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be

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canceled, terminated, or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

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APPENDIX "A"



**LEGAL ADVERTISEMENT**

**WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR PROPOSAL 2022-07**

**AGENT OF RECORD SERVICES**

**ADVERTISEMENT BEGIN DATE: APRIL 7, 2022**

**RELEASE DATE: APRIL 7, 2022**

**PROPOSALS DUE TO BOCC: MAY 26, 2022 @ 3:00 P.M.**

Sealed proposals will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **3:00 P.M.**, Local Time, on **MAY 26, 2022** at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County are known as: **AGENT OF RECORD**. The specifications of this procurement are stated in the **RFP 2022-07**.

The RFP and any addenda issued will be posted to the County's Website at [www.mywakulla.com](http://www.mywakulla.com) or can be obtained by contacting the County Purchasing Office at 850-926-0919 or [cstringer@mywakulla.com](mailto:cstringer@mywakulla.com).

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded 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, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; re-procure the project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best proposal of a responsible respondent. In accepting a proposal, Wakulla County may award a contract based only on the base proposal, the base proposal plus all alternates, or the base proposal plus any alternates which Wakulla County selects -- with all decisions being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was proposed.

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APPENDIX "A"

Wakulla County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

- ***Wakulla County is an Equal Opportunity Employer***
- ***MBE/WBE businesses are encouraged to participate***
- ***Wakulla County strictly enforces open and fair competition***

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 950-926-0919 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).



**CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT enter into this \_\_\_\_\_, day of \_\_\_\_\_, 2022, by and between WAKULLA COUNTY, a political subdivision of the State of Florida, whose address is 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "COUNTY"), and \_\_\_\_\_, a Corporation authorized to do business in the State of Florida, whose address is \_\_\_\_\_  
\_\_\_\_\_ (the "CONSULTANT").

**RECITALS**

**WHEREAS**, COUNTY requires certain professional services to perform Agent of Record Services for the COUNTY's employee benefit programs as generally described in the Scope of Services Exhibit "A" (the "Services"); and

**WHEREAS**, COUNTY has solicited these services in RFP 2022-07, included by reference herein; and

**WHEREAS**, CONSULTANT was awarded RFP 2022-07 by the COUNTY on  
\_\_\_\_\_ ;and

**WHEREAS**, CONSULTANT represents it is qualified, capable, and prepared to provide such Services;

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereto agree as follows:

1. **RECITALS** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **TERM**

A. **EFFECTIVE DATE** This Agreement shall take effect on November 1, 2022.

B. **INITIAL TERM** The initial term of this Agreement shall be for a period of Five (5) years from November 1, 2022, unless otherwise terminated as provided herein.

3. **SCOPE OF SERVICES**

A. CONSULTANT shall perform the Services and certain other services as may be further specifically designated and authorized by the COUNTY and CONSULTANT, in writing, as an amendment to

this Agreement.

B. The CONSULTANT is not authorized to undertake any work without a duly executed Agreement or Amendment to the original Agreement, which shall specify the work to be performed and the time to be completed.

**4. COMPENSATION**

A. The COUNTY is not responsible for any compensation paid to the CONSULTANT for the Services provided and covered by this Agreement. Compensation will be based on the negotiated commission paid by each carrier for the respective lines of coverage. NO additional costs or fees shall be paid by the COUNTY. The COUNTY does not guarantee or warrant any amount or level of commissions to be paid for CONSULTANT'S services under this Agreement. The COUNTY does not guarantee any minimum amount of work or services.

B. Prior to making a decision on any policy, program, transaction, or other matter concerning the Services provided by CONSULTANT, the COUNTY may require CONSULTANT to disclose in writing the compensation CONSULTANT will receive based on the decision options available to the COUNTY. At any time during the term of this Agreement, the COUNTY may request CONSULTANT to cap the commissions to be received by CONSULTANT from the applicable carrier for any policy, program, or transaction related to the Services provided by CONSULTANT under this Agreement; provided, however, that COUNTY acknowledges and agrees that CONSULTANT may not have the ability to cap commissions payable.

C. The CONSULTANT shall provide an annual statement, from each carrier, giving full disclosure of all compensation earned. Annual disclosures of all direct or indirect earnings will be required. All annual disclosure statements/reports shall be sent to ATTN: Director, Employee Support Services, 3093 Crawfordville Highway, Crawfordville, FL 32327.

**5. CONSULTANT'S REPRESENTATIONS**

A. CONSULTANT hereby represents and warrants to COUNTY that CONSULTANT has the knowledge, experience and skill to perform the Services required to be performed by it hereunder; that

CONSULTANT shall comply with all applicable federal, state and local laws and codes, including, without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform the Services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of COUNTY.

B. The CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the COUNTY shall have the right to immediately terminate this Agreement.

C. The CONSULTANT and its employees and sub-contractor shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders (including Resolutions, Codes and Ordinances of the COUNTY) which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all sub-contractors shall comply with the provisions of this subsection.

D. The CONSULTANT shall, during the term of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services or work as described herein.

E. Any person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for work or services under this

Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the RFP was advertised, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the RFP was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this subsection shall be subject to immediate termination for cause.

A sub-consultant who obtains a subcontract in violation of this subsection shall be immediately removed from performing work and promptly replaced by a sub-consultant acceptable to the COUNTY. CONSULTANT represents and warrants that CONSULTANT complies with this subsection and that CONSULTANT shall at all times continue to comply with the requirements of this subsection.

F. The CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of the actions of any COUNTY official, officer, employee, or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

G. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability.

## **6. CONSULTANT'S OBLIGATIONS REGARDING PROTECTED HEALTH**

### **INFORMATION**

A. ***Protected Health Information (PHI)*** CONSULTANT shall not use or further disclose PHI (as defined at 45 C.F.R. § 160.103) as mandated by the Privacy Rule (45

C.F.R. Parts 160 and 164 Subparts A and E) and Security Rule (45 C.F.R. Parts 160 and 164 Subparts A and C) promulgated in accordance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services, other than as permitted or required by this Agreement or as required by law. To the extent practicable, CONSULTANT shall limit its use or disclosure of PHI or requests for PHI

to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.

B. **Safeguards** CONSULTANT shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. CONSULTANT agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the COUNTY, as required by the HIPAA Privacy and Security Rules. The requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical, and technical safeguards shall apply to CONSULTANT in the same manner that such sections apply to COUNTY. CONSULTANT shall implement, and maintain in written form, reasonable and appropriate policies, and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which shall apply to CONSULTANT in the same manner that such sections apply to COUNTY.

C. **Unauthorized Disclosures of PHI** CONSULTANT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by CONSULTANT, its officers, directors, employees, CONSULTANTS, or agents or by a third party to which CONSULTANT disclosed PHI, report to COUNTY any such disclosure. CONSULTANT agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure. This subsection shall also apply to any breach of unsecured PHI, as defined by applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by CONSULTANT, to have been accessed,

acquired, or disclosed during such breach and any other information required by the applicable regulations.

D. ***Security Incidents*** CONSULTANT shall promptly report to COUNTY any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.

E. ***Agreements With Third Parties*** CONSULTANT agrees to ensure that any agent, including a sub-contractor, to whom it provides PHI received from, or created or received by CONSULTANT on behalf of the COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONSULTANT with respect to such information.

F. ***Access to Information*** Within ten (10) days of a request by the COUNTY for access to PHI about an individual contained in a Designated Record Set, CONSULTANT shall make available to the COUNTY such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the CONSULTANT, CONSULTANT shall respond to the request for PHI within ten (10) days. Any denials of access to the PHI requested shall be the responsibility of the CONSULTANT.

G. ***Availability of PH/for Amendment*** CONSULTANT agrees to make any amendments to PHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of the COUNTY or an individual, and in the time and manner designated by COUNTY.

H. ***Inspection of Books and Records*** CONSULTANT agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CONSULTANT on behalf of COUNTY available to the COUNTY, or at the request of the COUNTY to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the COUNTY or the Secretary, for purposes of the Secretary determining COUNTY'S compliance with HIPAA.

I. ***Accounting of Disclosures*** CONSULTANT agrees to maintain and make available to the COUNTY an accounting of disclosures of PHI as would be required for COUNTY to respond to a request by an individual made in accordance with 45 CFR 164.528. CONSULTANT shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the

three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009).

At a minimum, the accounting of disclosures shall include the following information:

1. Date of disclosure,
2. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
3. A brief description of the PHI disclosed, and
4. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the CONSULTANT, the CONSULTANT shall respond to the request within ten (10) days. Any denials of a request for an accounting shall be the responsibility of the CONSULTANT. CONSULTANT agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

J. **Remuneration in Exchange for PHI** CONSULTANT shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration.

K. **Authorized Use** CONSULTANT shall not use or disclose any PHI for any purpose other than performance of Services for COUNTY as provided for in this Agreement. Except as otherwise limited by this Agreement, CONSULTANT may use or disclose PHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified above, provided that such use or disclosure would not violate HIPAA if done by the COUNTY.

L. **Termination** Upon termination of this Agreement for any reason, at the request of COUNTY, CONSULTANT shall return or destroy all PHI received from COUNTY, or created or received by CONSULTANT on behalf of COUNTY. CONSULTANT shall not retain any copies of the PHI unless necessary for proper document retention/archival purposes only or if such PHI is stored as a result of backup email systems that store emails for emergency backup purposes. If the return or destruction of PHI is infeasible, CONSULTANT shall extend the protections of this Agreement to such PHI and limit further uses and

disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CONSULTANT maintains such PHI.

M. **Interpretation** Any ambiguity, inconsistency or incorrect references that may be contained within this Section 5 shall be resolved in favor of a meaning that requires CONSULTANT'S compliance with HIPAA.

N. **Indemnification** CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees, and agents from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against COUNTY to the extent resulting from a breach of this Section and its subsections or any violation of the Security Rule, Privacy Rule or other applicable HIPAA regulations by CONSULTANT and its subcontractor. The indemnification obligations provided for in this subsection will commence on the Effective Date of this Agreement and will survive its expiration and termination.

7. **INSURANCE**

A. **GENERAL PROVISIONS.**

i. CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of insurance followed thereafter by an annual Certificate of insurance satisfactory to the COUNTY to evidence such coverage before any work commences. CONSULTANT will provide COUNTY with written notice in the event of termination, non-renewal, modification, or expiration of such coverage.

ii. The COUNTY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Wakulla County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A-" category and size category of VIII.

iii. If there is any failure by the CONSULTANT to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONSULTANT, suspend the work for cause until



there is full compliance.

iv. The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

v. The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY. The COUNTY must be named as an additional insured for the Automobile and Commercial General Liability coverage.

**B. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

In the event CONSULTANT travels in furtherance of the performance of the services required in this Agreement, CONSULTANT shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE** \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

**D. UMBRELLA (EXCESS) LIABILITY INSURANCE** Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

**E. WORKER'S COMPENSATION** The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or sub-contractors as required by Florida Statutes.

8. **INDEMNIFICATION** CONSULTANT shall indemnify, defend (by counsel acceptable to COUNTY) protect and hold COUNTY, and its officers, employees, and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties,

forfeitures, damages, losses, and expenses (including, without limitation, attorney's fees, and costs during negotiation, through litigation and all appeals there from), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT'S performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-contractor, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY'S negligence or willful misconduct. CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT'S performance of this Agreement and its work product(s).

9. **INDEPENDENT CONSULTANT**

A. CONSULTANT undertakes performance of the Services as an independent CONSULTANT and shall be responsible for the methods of performance.

B. COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

C. CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

10. **COMPLIANCE WITH LAWS**

A. In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

B. In addition to other requirements provided herein, CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

i. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services identified herein.

ii. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

iii. 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 Agreement term and thereafter if the CONSULTANT does not transfer all records to the COUNTY.

iv. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

v. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 926-0919, JWELCH@MYWAKULLA.COM OR 3093 CRAWFORDVILLE HIGHWAY, CRAWFORDVILLE FL 32327.**

11. **PUBLIC ENTITY CRIMES** The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be , in the event the conditions under Section 287.133, Florida Statutes, applies to the CONSULTANT, relating to conviction for a public entity crime.

12. **COUNTY'S RESPONSIBILITIES** COUNTY will make available to the CONSULTANT such pertinent information and data in the COUNTY'S possession requested by

CONSULTANT to conduct its Services under this Agreement.

13. **TERMINATION**

A. This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

B. This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

C. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

- i. Stop work on the date and to the extent specified.
- ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

D. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

E. The CONSULTANT shall be paid for services actually rendered and accepted prior to the date of termination.

14. **GOVERNING LAW AND VENUE**

A. This Agreement shall be governed in all respects by the laws of the State of Florida and venue shall be in the Wakulla County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15. **NON-DISCRIMINATION**. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, age, religion, color, national origin,

sex, disability, or marital status. The CONSULTANT shall not discriminate on the basis of race, age, religion, color, national origin, sex, disability, or marital status against any of its employees or prospective employees in the performance of this Agreement. The CONSULTANT shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of this Agreement. The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 and related statutes and regulations. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the COUNTY deems appropriate.

16. **SEVERABILITY**

A. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

B. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

C. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

D. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

17. **ENTIRETY OF AGREEMENT**

A. The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

B. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

C. None of the provisions, terms and conditions contained in this Agreement may

be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

18. **MODIFICATION** The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

19. **SUCCESSORS AND ASSIGNS**

A. COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

B. CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

C. In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Wakulla County Board of County Commissioners by executed amendment.

20. **ACCESS AND AUDITS**

A. CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT'S place of business. All records under this agreement shall be maintained in accordance with applicable grant award requirements and standards as well as any applicable state and local laws.

B. Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Wakulla County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY'S cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

C. Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

D. All invoices submitted are subject to audit and demand for refund of

overpayment up to five (5) years following completion of all services related to this Agreement.

21. **NOTICE**

A. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

**As to County:**                   **Director, Employee Support Services  
3093 Crawfordville Highway  
Crawfordville, FL 32327**

**As to Consultant:**           \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

22. **E-VERIFY**

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., CONSULTANT, and its sub-contractor shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. CONSULTANT shall require each of its sub-contractor to provide CONSULTANT with an affidavit stating that the sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the sub-contractor’s affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The County, CONSULTANT, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and CONSULTANT shall immediately terminate the contract with the sub-contractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this Agreement by the County for a violation of this section by CONSULTANT. CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

e. CONSULTANT or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

23. **LIQUIDATED DAMAGES**

The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT'S failure to meet the deliverables of this Agreement at a rate of \$500.00 per day.

24. **VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Agreement, CONSULTANT, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the CONSULTANT has submitted a false certification, the County will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the CONSULTANT. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on



the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by CONSULTANT. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 24, this Section 24 shall be null and void.

**25. CIVIL RIGHTS** The Contractor agrees to comply with pertinent statutes, Executive Orders, which includes but is not limited to those listed in Attachment A, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

RFP 2022-07 AGENT OF RECORD SERVICES  
Appendix "B" – Draft Agreement

Attest:

**WAKULLA COUNTY**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Greg James, Clerk to the Court

By: \_\_\_\_\_  
Quincee Messersmith, Chair,  
Board of County Commissioners

Reviewed as to form:

\_\_\_\_\_  
Heather Encinosa, County Attorney

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Consultant

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Print Name]

DATE: \_\_\_\_\_

\_\_\_\_\_  
[Title]

SEAL

DATE: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be provided by CONSULTANT shall include the following:

**ATTACHMENT “A”**  
**CIVIL RIGHTS**

During the performance any resulting Agreement, a resulting Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).