

ITN 2024-05

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

Invitation to Negotiate No. 2024-05

MEDICAL, DENTAL, VISION, LIFE AND DISABILITY BENEFITS

ITN 2024-05 – Insurance Benefits
FLORIDA KEYS MOSQUITO CONTROL DISTRICT
INVITATION TO NEGOTIATE

Notice is hereby given that on July 11, 2024 at 3:00 pm ET the Florida Keys Mosquito Control District (“FKMCD”) will open sealed proposals for the following:

ITN 2024-05 - Insurance Benefits

Specification and proposal documents may be requested from Demand Star by calling 1-800-711-1712 or by going to the website www.demandstar.com.

Questions regarding the proposal should be directed by email to Vickie Whaley at vwhaley@fbmc.com.

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the website to download any addendum which may have been issued. The addendum acknowledgment must be submitted with the proposal.

Proposals must be submitted electronically to www.demandstar.com. Hard copy or email proposals will not be accepted. All proposals must be entered in DemandStar by the date/time listed in the bid timeline within. No waivers shall be allowed for proposals which have not been submitted by the deadline date.

The Florida Keys Mosquito Control District reserved the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

Phil Goodman
Chairman

Attest:

Bette Brown
Secretary-Treasurer

CALENDAR OF EVENTS

DATE:	TIME:	EVENT:
June 20, 2024	10:00 AM ET	ITN Release
June 25, 2024	10:00 AM ET	Carrier Pre-Bid Conference: Virtual Meeting https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTQ4MWJIMzEtOWRiZS00ZjgwLTg2MGYtMWExMTgxN2FhZjkx%40thread.v2/0?context=%7b%22id%22%3a%220a40dc40-de15-45c5-8066-b262967dcd2c%22%2c%22oid%22%3a%22b9c95ebf-ff87-48c5-a5bd-ee805571f8fa%22%7d Meeting ID: 256 406 244 340 Passcode: WKHM2F
June 28, 2024	4:00 PM ET	Last Day for Submission of Written Questions
July 1, 2024	4:00 PM ET	Answers to Questions Posted
July 11, 2024	2:00 PM ET	Electronic Proposal Submission Due
July 11, 2024	3:00 PM ET	Public Bid Opening
July 12, 2024	8:00 AM ET	Notice of Intent to Negotiate
July 12-August 2, 2024	10:00 AM ET	Negotiations
August 13, 2024	10:00 AM ET	Notice of Intent to Award
August 20, 2024	1:00 PM ET	Board Meeting

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

Invitation to Negotiate No.: 2024-05

INSURANCE BENEFITS

An ITN is preferred over an ITB in this particular case as we wish to evaluate both fully insured and self-insured insurance programs and review various levels of benefits and related costs. We feel the ability to negotiate will result in the best outcome for the District. We are searching for the best overall benefit package for the employees of the District offered in the most cost effective manner.

1. Objective of the Invitation to Negotiate

The Florida Keys Mosquito Control District ("FKMCD") is seeking an insurance carrier to provide the District's eligible employees, dependents, and retired employees with Basic Life, AD&D, Voluntary Life, Voluntary AD&D, Voluntary LTD, Dental, Vision, and Health insurance.

The FKMCD anticipates that this contract will be awarded for an effective date of January 1, 2025.

Information on contributions and current insurance can be found included in the employee and retiree census.

Plans Requested: the District would like to evaluate both fully insured as well as self-funded insurance programs. The plan designs quoted should at a minimum meet our current benefit levels. Current plan designs are attached in the document center for this ITN.

The rates quoted should include your standard agent compensation and be fully disclosed.

2. Background Information

The FKMCD is a taxing authority within Monroe County, Florida. Our services and our employees are from Key Largo to Key West. Please see the attached census for employee breakout by zip code.

3. Present Information

Currently the District offers one Medical PPO, one Dental PPO, one Vision PPO plan, all with Cigna. The District currently offers Life Insurance with The Standard. Domestic Partners (both same gender and opposite gender partners) are recognized as eligible dependents. The District has had this medical, dental and vision coverage since 2016, providing benefits for approximately 70 employees and 20 retirees. The Standard has provided life insurance since 2005. See Attachments in the Document Center:

Attachment A: Deidentified Employee Census

Attachment B: 2024 Employee Benefit Guide

Attachment C: Medical – Plan Summary of Benefits

Attachment D: Medical – Medical and Rx Paid Claims 2021-2023

Attachment E: Dental – Plan Summary of Benefits

Attachment F: Vision – Plan Summary of Benefits

Attachment G: Vision – Paid Claims

Attachment H: Life and Disability – Paid Claims

4. Evaluation & Selection Process

A Selection Committee (“Committee”) will be convened to review proposals, negotiate terms with the vendors, hear a vendor’s oral presentation, ask questions and receive answers from vendors, and conduct other fact-finding functions. The FKMCD Board of Commissioners (“Board”) may select one or more vendors to continue negotiations with, if needed. After negotiations are conducted, the Board will issue its Intent to Award to the responsible and responsive vendor which the Board determines will provide the best value to the FKMCD. Value to the FKMCD may not be based on price alone. Among the factors (in no particular order) to be considered by the Committee in evaluating proposals are:

- a. Ability to match or exceed current in force benefit amounts
- b. Customer service guarantees
- c. Ability to provide package sale
- d. Duration of rate guarantees
- e. Optional / additional benefits
- f. References
- g. Costs
- h. Network Access
- i. Claim processing procedures and timelines

ITN Negotiations: Pursuant to F.S. 286.0113(2)(b), the Committee may confer outside of a public meeting. Specifically, the Committee may negotiate with any vendor during the competitive solicitation process. In addition, the vendor may conduct an oral presentation

or answer questions as part of the competitive solicitation process, without the need for a public meeting. The tape recordings of such meetings shall be made available upon the FKMCD issuing the Intent to Award or 30 days after the opening of the bids, whichever is earlier.

The recommendation of the Committee shall be presented to the Board for final selection, but shall neither eliminate nor rank the other various qualified and negotiated bid proposals from consideration by the Board. The recommendation shall function as advice and merely for informational purposes to be considered by the Board. The final selection shall be awarded by the Board at their regular Meeting on August 20, 2024 at 1:00 pm ET and shall be based on the value factors described above and not solely on the Committee's recommendation.

The FKMCD reserves the right to reject any or all of the proposals or waive any irregularities.

5. Request for Additional Information or Clarification

Request for additional information or clarification relating to the specifications of this Invitation to Negotiate shall be submitted in writing directly to:

Vickie Whaley, Broker Representative

vwhaley@fbmc.com

Any questions and requests for additional information must be received no later than June 28, 2024, by 4:00 PM ET. Any requests received after that date and time will not be answered. All requests for additional information will be answered via addendum to the ITN, and posted at www.demandstar.com

6. Content of Submission

The proposals to be filled out and submitted along with related attachments can be found linked at www.demandstar.com. If submitting medical proposal, please upload directly to www.demandstar.com. If submitting dental, vision, life and/or disability proposal, please upload to <https://www.proposaltech.com/home/app.php/register> using registration code, flkeys2025. If submitting to all product lines, follow the submissions steps above based on which proposal is being submitted. The proposal shall include the following:

Letter of Transmittal – The proposer shall provide a letter confirming that the Proposal is an authorized offer by the Proposer and shall list the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes on Public Entity Crimes

Non-Collusion Affidavit

Affidavit Regarding the Use of Coercion for Labor and Services

Minimum Qualifications – the Proposer shall:

1. Be licensed in the State of Florida.
2. Shall have an A.M. Best rating of A- or higher and a financial size category of VI or higher.
3. Shall provide three (3) customer references for which they have provided medical insurance, dental insurance, vision insurance and/or life insurance within the past three years. References from customers in Monroe County are preferred. The references shall include name and full address, contact name and phone number and coverage provided to them and for how long.

Benefits Quoted – Please complete appropriate benefit questionnaires located at the link provided. This should include details of benefits as quoted for in- and out-of-network benefits. Ensure any contracted rates for maximum allowable charges or reasonable and customary charges are based on Monroe County. Include any additional benefits offered that are not currently available in FKMCD plan designs.

Network – If appropriate, please include your Provider Network in Monroe County, as well as Miami-Dade County and any other zip codes identified in the employee census. Notation should be made of any variance in network participation of greater than +/- 5% in the past 2 years.

Specimen Policy – Please provide a specimen policy for benefits quoted.

7. Copies of the ITN Documents

Only complete sets of ITN Documents will be issued and shall be used in preparing responses. The District does not assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets.

Complete sets of ITN Documents may be obtained in the manner and at the locations stated in the Notice of Request for Proposals.

Each Proposer is responsible for obtaining all Addenda for this ITN and for acknowledging receipt of all Addenda on the Response Form.

8. Statement of Proposal Requirements

The Proposal must be received on or before 2:00 PM July 11, 2024. Faxed or emailed proposals will not be accepted. It is the sole responsibility of each Proposer to ensure its proposal is received in a timely fashion.

9. Examination of ITN Documents

Each proposer shall carefully examine the ITN and other contract documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in

any way affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the contract.

Should a Proposer find discrepancies or ambiguities in, or omissions from the specifications, or should he/she be in doubt as to their meaning, they shall notify the District at once.

10. E-Verify Compliance

If selected, Proposers shall be required to provide proof of enrollment in the E-Verify system. Carrier shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status.

11. Governing Laws and Regulations

The Proposer is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, professional license requirements, and regulations that in any manner affect the work. Knowledge of business tax requirements for Monroe County and municipalities within Monroe County are the responsibility of the Proposer. The Proposer must comply with all applicable laws prerequisite to doing business in the state and have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals). The Proposer must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

12. Responsibility for Response

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

13. Receipt and Opening of Responses

The Selection Committee, comprised of FKMCD personnel, will open the responses publicly on July 11, 2024, at 3:00 PM. The bid opening will take place at the Marathon FKMCD Office, 503 107th Street, Gulf, Marathon FL 33050.

The FKMCD reserves the right to reject any and all responses and to waive technical error and irregularities, as may be deemed best for the interests of the District.

14. Proprietary and Confidential Information

All proposals received as a result of the ITN are subject to Chapter 119, Florida Statutes and will be made available for inspection by any persons in accordance with Florida Statutes. Any proposer asserting that any portion of its Proposal is confidential or exempt from disclosure under Florida's public records laws must specifically identify the portions of the Proposal asserted to be confidential and must provide specific citations of the Florida Statutes that establish the confidentiality or exemption.

All material that is designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "Public Records Exempt" with your name and the Proposal Name marked on the outside. If that material is requested through a public records request, the District will notify the Proposed of the request and give the Proposer five (5) calendar days to obtain a court order blocking the production of the material. If a court order is not issued during that time to block the production, the material will be produced.

15. Award of Contract

Proposers will be required to enter into a written contract. Final language will be negotiated in the contract negotiation phase. If a contract for delivery of the service or goods is unable to be completed within a reasonable amount of time the FKMCD or the Committee may enter into contract negotiations with a different proposer. The process may continue until an agreement is reached. The FKMCD reserves the right to award a separate contract for the services for any reason and/or to re-advertise for all or part of the work considered. The FKMCD reserves the right to reject any proposal for any reason.

16. Indemnification

The proposer to whom a contract is awarded shall defend, indemnify and hold harmless the FKMCD as outlined below.

The Vendor covenants and agrees to indemnify, hold harmless and defend Florida Keys Mosquito Control District, its commissioners, officers, employees, agents, and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by the District, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Subcontractors, occasioned by the negligence, errors, or other wrongful act or omission of the proposer, its Subcontractors, their officers, employees, servants, or agents.

In the event that the service is delayed or suspended as a result of the Proposer / Vendor's failure to purchase or maintain the required insurance, the Vendor shall indemnify the District from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Vendor is consideration for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

17. Execution of Contract

The FKMCD intends to make an award to a Vendor that best meets the needs of the FKMCD. An agreement resulting from the ITN must be governed by the laws of the State of Florida, and must have venue established in the State of Florida. The various bid proposals will be submitted to the Florida Keys Mosquito Control District Board of Commissioners for a final decision.

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

PROPOSAL FORM

Release of Proposal:

June 20, 2024

Proposal No.

ITN 2024-05

Proposal Due:

July 11, 2024

NAME OF COMPANY

PLEASE BE SURE THAT THE NAME OF YOUR COMPANY APPEARS ON EACH PAGE OF THIS PROPOSAL.

ADDRESS

USE TYPEWRITER OR PRINT PLAINLY. IF SIGNED BY AN AGENT OF NAMED AUTHORIZED SIGNATURE COMPANY, WRITTEN EVIDENCE FROM THE OWNER OF RECORD OF HIS/HER AUTHORITY MUST ACCOMPANY THIS PROPOSAL.

PRINT NAME OF AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TELEPHONE NO.

FAX

EMAIL ADDRESS

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete an unconditional acceptance of the contents of this Invitation to Negotiate, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Invitation to Negotiate, and any released Addenda and understands that the following are requirements of this ITN and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative: _____

_____ Date _____

(Blue ink preferred on original)

Name of Proposer's Authorized Representative _____

Title of Proposer's Authorized Representative _____

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of 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, nonjury trial, or entry of a plea guilty or nolo contendere.

4. 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 for fair market value under an arm's length agreement, shall be a 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 in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (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 the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2024.

(name of individual signing)

NOTARY PUBLIC

My commission expires:

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of _____
County of _____

I _____ (“Affiant”), being first duly sworn, deposes and says that:

- (1) Affiant is _____ (insert job title) of _____ (insert name of company) the proposer that submitted the attached proposal;
- (2) Affiant is fully informed respecting the preparation and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or has refrained from submitting a proposal in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposer; nor has fixed any overhead, profit or cost element of the proposal price, or the proposal price of any other proposer; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Florida Keys Mosquito Control District or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2024

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME _____ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____