

**INVITATION TO NEGOTIATE  
HENDRY COUNTY SCHOOL BOARD  
EMPLOYEE BENEFITS AGENT OF RECORD/  
CONTRACT EFFECTUATION SERVICES**

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DATE POSTED: MARCH 4, 2024  
TITLE: EMPLOYEE BENEFITS AGENT OF RECORD/CONTRACT EFFECTUATION SERVICES  
NUMBER: 24-00027  
DUE DATE AND TIME: MARCH 29, 2024, at 2:00 P.M. E.D.T.  
OPENING DATE AND TIME: MARCH 29, 2024, at 2:01 P.M. E.D.T.  
LOCATION OF OPENING: 300 W. COWBOY WAY, LABELLE, FL 33935  
PURCHASING CONTACT: NICOLE LEAL, AVAIL BENEFITS, LLC., [nicole.leal@availbenefits.com](mailto:nicole.leal@availbenefits.com)

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The School Board of Hendry County, Florida, through its employee benefits risk management consultant, Avail Benefits, LLC. ("Avail") solicits your company to submit a proposal and negotiate in response to this Invitation to Negotiate ("ITN") on the above referenced goods or services. The terms, specifications, and requirements set forth in this ITN are incorporated into your response. All submittals must be signed by an authorized representative of your company in the space below. All submittals must be submitted and received by the due date and time set forth above. If you do not intend to submit a response to this ITN, please provide notice of your intent not to respond via email to the Purchasing Contact identified above. If you submit a response, this page must be completed, signed, and returned as part of your submittal. By submitting a response, you agree to comply with all terms, conditions, and requirements of this ITN.

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Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A RESPONSE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS ITN AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS ITN FOR THE RESPONDENT

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **1. INTRODUCTION & GENERAL INFORMATION**

The Hendry County School Board (the "Board") is inviting responses from companies duly licensed, appointed and authorized to operate in the State of Florida to provide employee benefits agent of record/contract effectuation services for employees and retirees of the Hendry County School District (the "District"). The Board desires to explore the questions set forth in this ITN to determine how an agent can best serve the District and its employees and retirees. The Board has determined that negotiations are necessary for it to receive the best value from an agent of record/contract effectuation service provider.

The District desires to receive agent of record/contract effectuation services during the 2024 plan year from the Respondent for the following lines of insurance:

- Medical – self-funded
- Dental – self-funded
- Vision – fully-insured
- Basic & Retiree Life/AD&D – fully-insured
- Voluntary Life/AD&D – fully-insured
- Whole Life – fully-insured
- Short- and Long-Term Disability - fully-insured
- Critical Illness – fully-insured
- Flexible Spending Accounts – fully-insured

The District currently has no agent of record/contract effectuation service provider for medical. Alexander & Company, A HUB International Company, is the agent of record for all ancillary lines. The District is requesting to have the following positions staffed by the Agent of Record / Contract Effectuation Service Provider.

- Local servicing office (preferred)
- (1) Account Executive
- (3) Member Services positions. Florida 2-15 duly licensed and appointed life and health agents.
- (1) Member enrollment specialist
- (1) Qualified Wellness Program Coordinator/Facilitator

On September 19th, 2023, the Board entered into an agreement with the Florida Schools Health Insurance Program (the "FSHIP") administered by the Florida School Boards Insurance Trust (the "FSBIT"). FSHIP allows school district members to self-fund medical insurance with long-term strategies that can reduce costs and reduce claims volatility. Each member district may choose its own Administrative Services Only (ASO) provider, Pharmacy Benefit Manager (PBM), and stop loss insurance carrier. Medical plan design, benefits, wellness programs, and other aspects are custom designed to the needs of each member district, allowing member districts' collective bargaining to remain unchanged. FSHIP allows member districts to qualify for risk sharing, within its reinsurance needs, with other qualified member districts. Member districts can be evaluated after a two-year qualifying period and determined eligible or not eligible to participate in the risk-sharing portion of FSHIP. Members in FSHIP are not required to participate in the risk-sharing portion, but may earn qualification and entry at any time after two years.

There are currently 1004 benefit eligible District employees and 580 retirees. The enrollment window for current District employees and retirees (not Medicare Advantage enrollees) is tentatively scheduled for October 7, 2024, through October 31, 2024. The effective date for this contract will be June 1, 2024.

The main goal of this ITN is to contract with the respondent who provides the highest quality, most cost-efficient agent of record/contract effectuation services for the District and its employees and retirees. To accomplish this goal, the Board desires to explore the following questions through this ITN process:

- What types of agent of record/contract effectuation services are necessary to maximize the value that District employees and retirees receive from the District’s medical, dental, vision, life/AD&D, whole life, short- & long-term disability, critical illness, and flexible spending accounts?
- How can those agent of record/contract effectuation services be provided?
- What staffing and personnel requirements are necessary to ensure the delivery of those agent of record/contract effectuation services?
- What technology can be utilized to facilitate the delivery of those agent of record/contract effectuation services?
- How can those agent of record/contract effectuation services be provided in the most cost-effective way?

These questions are provided for informational purposes to help Respondents understand the Board’s objective. Respondents are not required to respond directly to these questions, but the Respondents may be asked to answer similar questions as described later in this ITN and/or as part of the negotiation process.

The Board has given consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing, and has determined that soliciting responses through this ITN is in the District’s best interest.

## 2. ITN SCHEDULE

The ITN process has two phases. The first is the evaluation phase in which an evaluation committee evaluates the Responses to the ITN (each a “Response”), identifies a competitive range of Responses reasonably susceptible of award, and selects one or more Respondents within that range to commence negotiations.

The second phase is the negotiation phase in which a negotiation team negotiates with the selected Respondent(s). During this phase, the team may request revised replies and/or best and final offers based on the negotiations. After negotiations, the Board intends to post a notice of intent to award a contract to the responsive and responsible Respondent that provides the best value. Respondents who are not selected for negotiations will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Final contract terms will be established with the selected Respondent during the negotiation phase.

### Event

ITN Posted	March 4, 2024
Deadline to Submit Written Questions	March 15, 2024, at 4:00 p.m. EDT.
Responses Due	March 29, 2024, at 2:00 p.m. EDT.
Responses Opened	March 29, 2024, at 2:01 p.m. EDT.
Insurance Committee Meeting to Score Negotiations	April 15, 2024, at 9:00 a.m. EDT. April 16-22, 2024, at TBD.
Insurance Committee Meeting to Select (B&F Presentations, if needed)	April 24, 2024, at 9:00 a.m. EDT.
Committee Selection Posted	April 24, 2024, at 4:00 p.m. EDT.
Recommendation to School Board (Tentative)	May 7, 2024, at 5:00 p.m. EDT.

All dates after the posting date are subject to change at the discretion of the Board. Respondents will be notified of any changes by written addenda to the ITN.

## 3. INFORMATION TO BE INCLUDED IN THE RESPONSE

The Response must include the following information in the following order. If sections are unable to be completed, please provide reasoning so that the Board does not assume the Respondent to be unresponsive.

**3.1 Title Page.** Identify the ITN subject, the ITN number, the Respondent’s address, telephone number and email address, the primary contact person for the Respondent, and the date.

**3.2 Table of Contents.** Include a clear identification of the material provided by page number.

**3.3 Certificate of Compliance.** Complete, sign, and return Page 1 of this ITN.

**3.4 Eligibility.** The Response must include an acknowledgment that the Respondent meets all of the following criteria as of the date the Responses are opened. The Response also must include documentation supporting eligibility as indicated below.

**3.4.1** Respondent is a properly licensed insurance agent authorized to do business in the State of Florida. Provide a copy of the Respondent's current license authorizing it to operate as an insurance agent in the State of Florida.

**3.5 Experience and Qualifications.** The Response must include complete answers to all questions set forth in the Supplemental Questionnaire (**Attachment 8.1**) attached to this ITN.

**3.6 Scope of Services.** The Board believes that some or all of the services identified in Attachment 8.1 must be provided to accomplish the Board's objective described above. The Response should state whether those services should be provided, why it is or is not necessary to provide those services, and how Respondent would provide those services (even if Respondent does not believe the service is necessary). The Response also should identify any additional services which Respondent believes should be provided, why they should be provided, and how Respondent would provide them.

**3.7 Pricing.** This District expects the agent of record/contract effectuation services provider to be compensated by the insurance carrier by which it is appointed for all lines except medical. Medical compensation will be provided by the District through FSHIP. A commission or set fee is acceptable if the agreed upon format is included and calculated into the annual premium or cost of insurance to the District. The Respondent must use the Respondent Rate/Pricing Sheet (**Attachment 8.2**) to submit its pricing. The Rate Information Sheet should include the following pricing information.

- Commission Structure or Flat Fee
- If commission, how much or percentage, for each line of business.
- If Flat Fee, how much or fee structure, for each line of business or total fee for all lines represented.
- Proposed Contract Term

**3.8 Certification of Compliance with Debarment Regulations.** The Response must include the completed and signed Debarment Certification Statement attached to this ITN (**Attachment 8.4**).

**3.9 Statement of Drug Free Workplace.** A statement regarding whether the Respondent has a drug-free workplace program and, if the Respondent has a drug-free workplace program, a certification that the Respondent's drug-free workplace program meets all of the requirements of Section 287.087, Florida Statutes.

#### **4. ADDENDA, WRITTEN QUESTIONS, AND SUBMISSION OF RESPONSES**

##### **4.1 Addenda**

**4.1.1** The Board reserves the right to modify this ITN at any time after it is posted and prior to the due date for Responses. Modifications shall be made by written addenda only. Written addenda shall be posted on the District website at [www.Hendry-schools.org](http://www.Hendry-schools.org). If necessary, the deadlines set forth in Section 2 shall be extended to permit sufficient time to respond to any addenda.

- 4.1.2 Notwithstanding the procedure for issuing written addenda set forth in Section 4.1.1, Respondent remains solely responsible for determining whether any written addenda have been issued prior to submitting the Response.

#### 4.2 Written Questions

- 4.2.1 Respondents may submit written questions seeking clarification of ITN specifications or requirements. Questions must be submitted prior to the deadline set forth in Section 2. Questions submitted after this deadline and/or questions seeking anything other than clarification of ITN specifications or requirements will not be considered.
- 4.2.2 All questions must be submitted via email to: Nicole Leal, [nicole.leal@availbenefits.com](mailto:nicole.leal@availbenefits.com). Questions submitted in any other format or to any other address will not be considered.
- 4.2.3 Avail Benefits, on behalf of the Board, will respond to written questions seeking clarification of ITN specifications and requirements by the date set forth in Section 2. Avail Benefits will respond only via written addenda to the ITN in accordance with the procedure set forth in Section 4.1. Respondents shall not rely on responses or information provided in any other manner.

#### 4.3 Submission of Responses

- 4.3.1 Responses must be submitted and received by the date and time set forth in Section 2. Responses received after the date and time set forth in Section 2 will be rejected as non-responsive.
- 4.3.2 Responses must be submitted in a sealed envelope or box via registered mail or hand delivery to:
- Hendry County School Board  
ATTN: Kimberly Jordan, Director of Human Resources  
300 W. Cowboy Way  
LaBelle, FL 33935
- 4.3.3 The exterior of the sealed envelope or box must identify the ITN name, the ITN number, and the name of the Respondent.
- 4.3.4 The sealed envelope or box must contain copies of the Response in both paper and electronic format as follows.
- 4.3.4.1 **Paper Copies.** Thirteen (13) paper copies of the Response shall be submitted. Paper copies shall be on 8.5-inch by 11-inch paper, bound and tabbed. One (1) paper copy shall be clearly marked as the “**Original Response**.”
- 4.3.4.2 **Electronic Copy.** One (1) electronic copy of the Response shall be submitted. The electronic copy shall be in .pdf format (non-editable) on a USB flash drive. All attachments that require the Respondent to complete must be submitted in the requested electronic format listed in section 8.
- 4.3.5 All copies of the Response must be identical. In the event of any discrepancies between any copies of the Response, the paper copy marked as the “Original Response” shall control.
- 4.3.6 Responses must be complete when submitted. No additional documentation will be allowed or considered after the Response is submitted. Responses shall be opened at the date and time set forth in Section 2.

## 5. EVALUATION OF RESPONSES

### Phase One

- 5.1 Committee Established by Board.** Responses shall be evaluated and ranked by an Evaluation Committee (the “Committee”) established by the Board. Avail Benefits will assist the Committee in an advisory capacity only.
- 5.2 Initial Analysis.** After the Responses are opened, Avail Benefits will initially analyze the Responses and prepare an analysis for the Committee.
- 5.3 Committee Meeting.** After Avail Benefits prepares the analysis, the Committee shall meet to discuss the Responses. The Committee shall meet to evaluate and score the Responses based on the evaluation criteria below. Avail will be present at the Committee meeting to assist and advise the Committee.
- 5.4 Scoring.** The Committee shall score each Response based on the following criteria:

<u>Category</u>	<u>Maximum Points</u>
Experience and Qualifications	20
Scope of Services	40
Price	40
Total	100

- 5.5 Identification of Competitive Range of Responses.** After all Responses are scored, the Committee shall identify a competitive range of Responses reasonably susceptible of award. The Committee has the sole discretion to determine what constitutes a competitive range.

### Phase Two

After the Evaluation Committee has identified the short-list of Responses, Phase Two will proceed as follows.

- 5.6 Employee Benefits Negotiating Team.** A negotiating team will negotiate with the Respondent(s) whose Response is within the short-list of competitive Responses reasonably susceptible of award.
- 5.7 Non-Competitive Response Not Negotiable.** The team will not negotiate with Respondents who submitted Responses that did not make the short-list.
- 5.8 Effect of Phase One Evaluation or Selection for Negotiation.** No presumption of preference or merit in the negotiation process or for contract award shall arise from the scores awarded during the evaluation phase and such scores shall not carry over to the negotiation phase. The negotiation team is not bound by the Phase One scoring and will have full authority to reassess any evaluation phase determinations and may consider all information that comes to its attention during the negotiations. Selection for negotiation is not an award or an acceptance of an offer, and the Respondent acquires no rights as a result of having been selected for negotiation.
- 5.9 Negotiations.** The negotiating team may negotiate sequentially or concurrently (or a combination of both) and may at any time during the negotiation phase eliminate a respondent from further consideration. The team may conclude negotiations at any time and proceed to make a recommendation to the Superintendent who will make a recommendation to the Board.

Respondents may provide additional information during the negotiation phase. The Board reserves the right to negotiate different terms and related price adjustments if the Board determines that such changes would provide the best value to the Board.

The negotiation team may address proposed alternative terms during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

**5.10**        **Selection Criteria.** The Board intends to award the contract(s) which provide the best value and meets the objectives of this ITN as set forth above. The criteria the negotiating team will use to determine which Response provides the best value during the negotiation phase are:

**5.10.1** The extent to which the services proposed by the Respondent meet the needs of the District, its employees and retirees.

**5.10.2** The Respondent's experience and performance record of providing the proposed services.

**5.10.3** The pricing offered by the Respondent.

**5.10.4** The Respondent's ability to meet the goals of this ITN through the proposed services.

**5.11**        **Conduct of Negotiations.** Negotiations may be conducted in-person or by electronic means. Respondents who submitted Responses on the short-list of Responses shall provide advance written notice to the negotiating team if they believe any portion of a negotiation meeting is exempt from public records laws and ordinances because it covers proprietary or trade secret information.

**5.12**        **Rights of Employee Benefits Negotiating Team.** The negotiating team may:

**5.12.1** Schedule additional negotiating sessions with any or all Respondents.

**5.12.2** Require any or all Respondents to provide additional, revised, or final written responses addressing specified topics.

**5.12.3** Require any or all Respondents to provide written best and final offer(s).

**5.12.4** Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.

**5.12.5** Pursue a contract with one (1) or more Respondents for the services encompassed by this ITN, any addenda thereto, and any request for additional, revised, or final written replies or request for best and final offers.

**5.12.6** Arrive at an agreement with any Respondent(s), finalize principal contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.

**5.12.7** Decline to conduct further negotiations with any Respondent.

**5.12.8** Re-open negotiations with any Respondent.

**5.12.9** Take any additional administrative steps deemed necessary in determining the contract award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.

**5.12.10** The Board, through the negotiating team, has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondent(s) affected, and whether to provide concurrent public notice of such decision.

- 5.13 Selection.** After negotiations are concluded, the negotiating team will recommend the award of one or more contracts with the Respondent(s) whose Response offers the best value to the Board and its members. Recommendations shall be made based on the majority vote of the negotiating team, taking into account the selection criteria above.
- 5.14 Notice of Intent to Award.** Notice of intent to award the contract(s) shall be posted when the negotiating team forwards its recommendation(s) to the Superintendent. If the team elects not to recommend that any contract be entered, notice of intent not to award shall be posted.
- 5.15 Board Action.** After the time for protests has elapsed, the Superintendent shall recommend to the Board. The Board shall vote on whether to accept the Superintendent's recommendation(s). If the Board rejects a recommendation, the Board may negotiate further any term, condition, specification (including price), and other requirement with the recommended Respondent(s).

## **6. GENERAL TERMS AND CONDITIONS**

- 6.1 Rejection of Responses.** The Board reserves the right to reject any and all Responses.
- 6.2 Waiver of Technicalities and Irregularities.** The Board reserves the right to waive any irregularities, technicalities, or formalities in any Response.
- 6.3 Irrevocability of Response.** A Response may not be withdrawn without the written consent of the District Superintendent.
- 6.4 Applicable Law.** Respondents will comply with all applicable Federal, State and Local laws, statutes, regulations and ordinances, including but not limited to Hendry County School District policies, procedures, ordinances and regulations. This ITN and any contract awarded under it is governed and interpreted by the laws of the State of Florida. The venue for any action shall lie in the Circuit Court in and for Hendry County, Florida.
- 6.5 No Reliance on Other Information.** Respondents shall rely solely on this ITN, its attachments, and any written addenda thereto. Information obtained from any other source is not binding and shall not be relied upon.
- 6.6 Public Records Law.** Response openings will be public on the date and time they are opened. The public opening will acknowledge receipt of the Responses only. The information contained in Responses will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, Responses and all information contained therein will be open for inspection in accordance with Florida public records laws. To the extent a Respondent asserts any portion of its Response is exempt from disclosure under Florida's public records laws, the Respondent in its Response must identify the information it asserts is exempt from disclosure and the specific statutory basis for the exemption. The Board retains the sole right to determine, subject to applicable laws and regulations, whether the information identified by the Respondent is exempt from disclosure. The Board shall not be liable to the Respondent for releasing any information in response to a public records request regardless of whether the information is exempt from disclosure.
- 6.7 Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 for a period of 36 months following the date of being placed on the convicted vendor list. By



submitting a Response, a Respondent certifies compliance with Section 287.133, Florida Statutes, and with all other applicable laws and regulations regarding public entity crimes.

- 6.8 Conflict of Interest.** This ITN is subject to the provisions of Chapter 112, Florida Statutes, which among other things sets forth restrictions on the ability of District employees acting in a private capacity to do business with the District. Respondents must disclose the name of any employees who are also employed by the District.
- 6.9 Cone of Silence.** Respondents and their lobbyists are prohibited from having any communications concerning this ITN with any Board member, Board candidate, Superintendent, candidate for Superintendent, and/or District employee beginning at the time this ITN is posted and continuing until the contract is awarded approved by the Board. The Board shall reject as non-responsive any Response submitted by a Respondent who violates this provision.
- 6.10 No Gratuities.** Respondents and their lobbyists are prohibited from providing or offering to provide any gratuity, favor, or other item of value for the purpose of influencing the decision regarding this ITN. The Board shall reject as non-responsive any Response submitted by a Respondent who violates this provision.
- 6.11 Non-Discrimination.** Respondent shall not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin, or any other class protected under state or federal law. Respondent shall fully comply with all applicable Americans with Disabilities Act laws and regulations.
- 6.12 Deviations from ITN.** The awarded Firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this ITN. The decision as to whether an item fully complies with the stated requirements rests solely with the Board.
- 6.13 Vendor Registration.** If awarded the contract, the Respondent must complete any required vendor registration process prior to execution of the contract.
- 6.14 Protest of Award.** Any Respondent who desires to protest the Committee's ranking decision shall file a notice of protest, in writing, within 72 hours after the Notice of Intent to Award is posted and shall file a formal written protest within 10 calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the School District is closed shall be excluded from the computation of the 72-hour notice of protest period. Protests are governed by and must comply with all applicable provisions of School District Policy 6326. Notices of protest and formal written protests shall be filed at 300 W. Cowboy Way, LaBelle, FL 33935. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

## **7. TERMS OF CONTRACT AWARDED UNDER THIS ITN**

Respondents agree that the following contract terms shall be included in the contract awarded under this ITN, unless these terms are modified or waived by the Board at its sole discretion. All references to a "contractor" in this Section refer to the Respondent who is awarded the contract under this ITN. The Board reserves the right to include additional terms in the contract.

- 7.1 Cancellation.** The contract may be cancelled by the Board for any reason upon thirty (30) days advance written notice.
- 7.2 Indemnification.** To the extent permitted by law, contractor shall defend, indemnify and hold harmless the District, its officers and employees from any and all claims, liabilities, damages, losses, including but not limited to reasonable attorney's fees, arising from the actual or alleged negligence, recklessness, intentional misconduct,

and/or any other act or omission of contractor, its employees, officers, or agents, committed in connection with contractor's performance of the contract.

**7.3 Insurance.** Without limiting its liability, the contractor shall be required to procure and maintain during the life of the contract, at its own expense, insurance of the types and in the minimum amounts stated below as will protect the contractor, the Board, and the District from claims which may arise out of or result from performance of the contract.

**7.3.1** Workers' Compensation Insurance covering all employees in compliance with applicable state and federal laws. Such insurance must include Employer's Liability Coverage with a minimum limit of \$1,000,000 for each accident.

**7.3.2** Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Such insurance shall include Premises and/or Operations Coverage; Independent Contractors and Products and/or Completed Operations Coverage; Broad Form Property Damage Coverage; and a Contractual Liability Endorsement.

**7.3.3** Business Vehicular Liability Insurance with minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Such insurance shall include Owned Vehicles Coverage, Hired and Non-Owned Vehicles Coverage and Employees Non-Ownership Coverage.

**7.3.4** Professional Liability (Errors and Omissions) Coverage with minimum limits of \$1,000,000 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000 each claim.

**7.3.5** The District shall be listed as an Additional Insured on the Comprehensive General Liability policy. In the event such policy expires prior to the termination of the contract, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

**7.3.6** Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements herein. All certificates of insurance must be on file with and approved by the District before the commencement of performance under the contract. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

**7.3.7** The contractor shall "flow down" the requirements of this provision to all subcontractors.

**7.3.8** The limits of insurance required above must be retained throughout the term of the contract. The contractor must notify the District immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

**7.3.9** Policies shall be written on an "occurrence" basis.

**7.4 Designated Contact.** Contractor shall appoint a person to act as the primary contact with the District. The person appointed as primary contact shall be readily available during normal business hours and have sufficient knowledge to communicate with the District regarding the terms of the contract and the insurance provided to District employees and retirees.

**7.5 Ownership of Records.** All records created for or provided to the District in connection with the contract shall become and remain the sole property of the District. Upon termination of the contract, the contractor shall deliver to the District all documents, including reports and all other data and material prepared or obtained by the contractor, in connection with the project.

**7.6 Storage and Access to Records.** All records of contractor and any subcontractor of contractor created or maintained in connection with the contract shall be made available, upon request by the District, for inspection and copying. Contractor shall maintain auditable records concerning the contract adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the District reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made.

**8. LIST OF ATTACHMENTS**

- 8.1** Supplemental Questionnaire (printed and electronic responses (.pdf) to be completed by the Respondent)
- 8.2** Respondent Rate/Pricing Sheet (TO BE COMPLETED, Authorized Representative Signature Required)
- 8.3** Current Agent Commission Schedule
- 8.4** Certification of Compliance with Debarment Regulations

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Hendry County School Board  
2024 Agent of Record/Contract Effectuation Services  
Invitation to Negotiate  
Attachment 8.1 Supplemental Questionnaire

1. Experience and Qualifications:

- 1.1. Provide a minimum of two (2) Florida school districts, with similar demographics to Hendry County School District (The Client), that you are currently or have recently been the Agent of Record for one or more lines of coverage (please specify if not current and term served as).
  - 1.1.1. Name, Location and Contact person.
  - 1.1.2. Number of employees insured in each group.
  - 1.1.3. Length of time as a client
  - 1.1.4. Self-funded or fully insured.
- 1.2. The Client is requesting that all respondents **are appointed with** “A rated” A.M. Best (or equivalent) insurance carriers. Please list any/all current appointments that meet this criterion, your company holds for the lines of coverage that are listed on page 2, Section 1 of this ITN. If your company is not appointed with any of the carriers listed on Attachment 8.3 of this ITN, is there any reason that you and/or your company is aware of that an appointment is not, cannot, or will not be made?
- 1.3. Please describe your company’s experience and qualifications in servicing (contract effectuation)/administering self-funded medical and any ancillary programs (including regulatory/compliance assistance).

## 2. Scope of Services:

2.1. The Client is requesting the Agent of Record provide the following employee benefit(s) related contract effectuation services. Describe how your company will provide such services.

2.1.1. The Client is interested to know if Agent of Record/Contract Effectuation Service Provider can provide local, face-to-face opportunities for members to meet with agents/service personnel to discuss and ask insurance related questions, have insurance service issues presented and resolved, and provide overall benefit contract effectuation services for District employees. Does your company have offices located in Hendry County or would/could commit to establishing (or some form of) if awarded? If so, describe in detail the following exact or anticipated: location(s), hours of operation, method(s) of "in person" availability for members and administration.

### 2.1.2. Administrative Support Services.

- 2.1.2.1. Providing administrative support services to HCSB staff for all employee benefits programs.
- 2.1.2.2. Providing and administering a HIPAA-compliant secure Client communications portal and benefits management software.
- 2.1.2.3. Providing regulatory and compliance disclosures.
- 2.1.2.4. Providing updates on relevant legal and regulatory changes.

### 2.1.3. Contract Management Services.

- 2.1.3.1. Being main point of contact with all client insurance carriers on behalf of the client and it's members.
- 2.1.3.2. Presenting all client requested monthly and quarterly reports to Client.
- 2.1.3.3. Participating in Insurance, Wellness or any other applicable Client requested committee meetings.
- 2.1.3.4. Working directly with Human Resources and Finance Departments in all relevant/requested and agreed to capacities to service and effectuate all insurance carrier contracts.

- 2.1.3.5. Conducting on behalf of/or assisting Client with benefit billing reconciliations.
- 2.1.3.6. Administering and assisting Client with any benefit/payroll integration solutions.
- 2.1.3.7. Advising and administering benefits compliance and insurance compliance matters.
- 2.1.3.8. Providing Onboarding and Offboarding services (active employees, retired employees, and COBRA participants).
- 2.1.3.9. Assisting the Client comply with all applicable rules, regulations and statutes that govern governmental units and their responsibilities of public procurement and public records (Example: FL Statues Chapters 112.08, 119, and 286).
  - 2.1.3.9.1. Understanding that the Client is the “custodian” of the public record. Therefore, ensuring that all relevant communications with carriers are documented within the public record.
- 2.1.3.10. Reviewing annual contracts and documents, such as but not limited to, Certificates, SPDs, SBCs, and Benefit Summaries, from carriers and/or vendors for accuracy.

#### 2.1.4. Customer and Member Support Services.

- 2.1.4.1. Answering member coverage and benefit questions.
- 2.1.4.2. Preparing and distributing annual member benefit packets prior to the plan start date.
- 2.1.4.3. Assisting members with insurance prior authorizations, claims submissions, and disputes.
- 2.1.4.4. Assisting members with insurance provider network research and troubleshooting issues.
- 2.1.4.5. Assisting members with membership issues (e.g., identification cards, address changes, beneficiary changes, etc.).
- 2.1.4.6. Providing onboarding and offboarding services to new hires, retirees, and terminations.
- 2.1.4.7. Assisting members with qualified event benefit changes.
- 2.1.4.8. Responsible for processing all changes with carriers.
- 2.1.4.9. Managing and conducting annual pre-open enrollment meetings and annual open enrollments.

- 2.1.4.10. Conducting/providing monthly “on-site” (or some equivalent thereof) office hours for members.
- 2.1.4.11. Performing annual Client benefit census audits.
- 2.1.4.12. Communicating employee benefit changes.
- 2.1.4.13. Initiation of COBRA notifications.

#### 2.1.5. Health and Wellness Program Services.

- 2.1.5.1. Participating in development of and facilitating wellness strategies and programs.
- 2.1.5.2. Providing advice and recommendations on wellness program benefits and activities from qualified staff.
- 2.1.5.3. Working directly with Client’s wellness personnel and/or committees.
- 2.1.5.4. Working directly with the insurance carrier’s wellness program team.
- 2.1.5.5. Working with third party vendors, on behalf of Client, that provides services for the wellness program.
- 2.1.5.6. Communicating with members about wellness program benefits and activities.
- 2.1.5.7. Providing regular reports regarding wellness program benefits and activities.

#### 2.1.6. Member Engagement

- 2.1.6.1. Please describe how you/your firm would help members engage in their insurance programs to encourage effective and efficient program utilization. Example of, but not limited to: Members making the best decision on when and where to have an order for advanced imaging performed.

#### 2.1.7. Health Literacy

- 2.1.7.1. Please describe how you/your firm would help the district and its members with health literacy concepts and programs. Health Literacy is understood as: “Obtaining and understanding information needed to make appropriate health related decisions.” Example of, but not limited to: Members being made aware of the importance of an “Annual Exam”.



## 2.1.8. Community Collaboration/Engagement

2.1.8.1. Please describe how you/your firm would/could participate in Community Collaboration/Engagement activities. This is described as a proactive approach in health care solutions, collaboration of the community health care delivery system with overall strategy and utilization of available resources to improve the health literacy, wellness, and care delivery for the client and/or community. An example might be like: “facilitating a relationship with local providers to offer specialized services to members with certain needs”.

## 3. Pricing

- 3.1. The Client is requesting the Agent of Record/Contract Effectuation Service Provider describe and explain its preferred method of compensation listed in Attachment 8.2 (commissions, flat fee, or other).
- 3.2. The Client is requesting the Agent of Record/Contract Effectuation Service Provider disclose if any service and support performance guarantees are available. If so, describe.
- 3.3. The Client is requesting the Agent of Record/Contract Effectuation Service Provider describe and explain its preferred length/term of contract and general terms.

## Rate Information Sheet

Each Respondent shall submit their commission rate or annual flat fee for each line of business listed in the table below. This rate represents the total annual compensation the Respondent will accept from carriers, subsidiaries, and any other affiliates for the proposed services, per line of business. These rates shall be inclusive of the services which Respondent will provide pursuant to the ITN. Respondents submitting a commission rate rather than a flat fee will use the District's premiums from CY 2023 to convert the commission rate to a dollar value for evaluation and scoring purposes. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.7.

**Base Contract Term Length:**

Lines of Business	Commission Rate	x	Premiums (Calendar Year 2023)	=	Est. Annual Compensation (Using Commission Rate)	Annual Flat Fee
Medical Insurance	_____%	X	\$8,786,607.07	=	\$_____	\$_____
Dental Insurance	_____%	X	\$74,879.28	=	\$_____	\$_____
Vision Insurance	_____%	X	\$67,555.50	=	\$_____	\$_____
Basic Life/AD&D & Retiree Life	_____%	X	\$161,989.49	=	\$_____	\$_____
Voluntary Life/AD&D	_____%	X	\$123,656.05	=	\$_____	\$_____
Whole Life	_____%	X	\$49,521.20	=	\$_____	\$_____
Short-Term Disability	_____%	X	\$98,018.47	=	\$_____	\$_____
Long-Term Disability	_____%	X	\$46,927.36	=	\$_____	\$_____
Critical Illness	_____%	X	\$69,645.76	=	\$_____	\$_____
<b>TOTAL ANNUAL COMPENSATION</b> (Total of either Commission Rate or Flat Fee)						\$_____

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**Authorized Signature of Respondent**

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**Date**



**(Optional) Renewal Contract Term:**

Lines of Business	Commission Rate	x	Premiums (Calendar Year 2023)	=	Est. Annual Compensation (Using Commission Rate)	Annual Flat Fee
Medical Insurance	_____%	X	\$8,786,607.07	=	\$_____	\$_____
Dental Insurance	_____%	X	\$74,879.28	=	\$_____	\$_____
Vision Insurance	_____%	X	\$67,555.50	=	\$_____	\$_____
Basic Life/AD&D & Retiree Life	_____%	X	\$161,989.49	=	\$_____	\$_____
Voluntary Life/AD&D	_____%	X	\$123,656.05	=	\$_____	\$_____
Whole Life	_____%	X	\$49,521.20	=	\$_____	\$_____
Short-Term Disability	_____%	X	\$98,018.47	=	\$_____	\$_____
Long-Term Disability	_____%	X	\$46,927.36	=	\$_____	\$_____
Critical Illness	_____%	X	\$69,645.76	=	\$_____	\$_____
<b>TOTAL ANNUAL COMPENSATION</b> (Total of either Commission Rate or Flat Fee)					\$_____	\$_____

\_\_\_\_\_  
**Authorized Signature of Respondent**

\_\_\_\_\_  
**Date**

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**Current Agent Commission Schedule (w/carrier)**

Lines of Business	Current Commission Rate	Fully-Insured or Self-Funded	Carrier
Medical Insurance	0.00% *No AOR currently	Changed from Fully-Insured in 2023 to Self-Funded in 2024	Meritain
Dental Insurance	1.74/EE	Self-Funded	Ameritas
Vision Insurance	15.00%	Fully-Insured	EyeMed
Basic Life/AD&D & Retiree Life/AD&D	5.00%	Fully-Insured	OneAmerica
Voluntary Life/AD&D	15.00%	Fully-Insured	One America
Whole Life	5.00%	Fully-Insured	Unum
Short- and Long-Term Disability	15.00%	Fully-Insured	Mutual of Omaha
Critical Illness	20.00%	Fully-Insured	Voya
Flexible Spending Accounts	0.00%	Fully-Insured	Consolidated Admin Services

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**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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