
Addendum Number 1 to the following Request for Proposal (RFP):

Independent Benefits Consulting

DMS-17/18-003

Date: August 14, 2017
To: Prospective Respondents to RFP # DMS-17/18-003
From: Maureen Livings, Procurement Officer
Subject: Amendments to RFP and Questions and Answers

1. Request for Proposal for Independent Benefits Consulting, RFP NO: DMS-17/18-003, is amended as follows:

- a. Page 5, Section 1.2 is amended to replace the referenced DSGI website with the following link: <http://mybenefits.myflorida.com/>

2. Attachment A, Statement of Work, is amended as follows:

- a. Page 2, Section 1 Scope of Work is amended to replace the referenced Florida Statute for implementing Senate Bill 7022 with the following Florida Statute: section 110.12304, Florida Statutes.

3. Attachment B, Contract for Independent Benefits Consulting Services, is amended as follows:

- a. Page 8, Section 7 Public Records is amended to add the following language:

7.5 Contractor as Agent

Solely for the purposes of this section, the contract manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes, the Contractor shall:

7.5.1 Keep and maintain public records required by the public agency to perform the service.

7.5.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 7.5.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- 7.5.4** Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 7.5.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

**Enclosure:
Addendum No 1, Questions and Answers Exhibit**

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Request for Proposals
Independent Benefits Consultanting
DMS -17/18-003

ADDENDUM # 1 Questions and Answers

4. The Department’s responses to timely submitted questions are below.

Question Number	Section	Page Number	Question	Response
1	3.5.13	14	Is our existing performance bond letter and amount sufficient for this project? Or, is it required to provide a new letter?	See Section 3.5.13 of the RFP. A Respondent must submit a letter, signed on or after August 1, 2017, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead that documents the Respondent’s present ability to obtain a performance bond or irrevocable letter of credit in the amount of \$500,000 for the work contemplated in this procurement. The requirements in this RFP are independent of the requirements for any other contract with the Department.
2	N/A	33	Please confirm we do not need to provide a signed copy of the “Preferred Pricing Affidavit” with our response.	A signed copy of the Preferred Pricing Affidavit should not be submitted with a response. Section 3.5.7 of the RFP requires the Respondent to certify that the Respondent will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as outlined in Section 14 of the Contract.
3	N/A	34	Please confirm we do not need to provide a signed copy of the “Affidavit of No Offshoring” with our response.	The Affidavit of No Offshoring is to be executed at the time of contract execution and annually thereafter.

Question Number	Section	Page Number	Question	Response
4	1.2 Background Information	N/A	Is this RFP designed to replace RFP No. DMS - 13/14-018C Independent Benefits Consulting, Actuarial and Auditing Services?	No. This RFP is responsive to the 2017 State of Florida legislative directive contained in SB 7022.
5	1.2 Background Information	N/A	If so, will actuarial and auditing services be requested under separate RFP's	Not applicable. See response to Question 4.
6	1.2 Background Information	N/A	Will the winner of this opportunity be expected to provide actuarial services	Attachment A outlines the scope of work that the Contractor will perform.
7	1.2 Background Information	N/A	What were the total fees paid to the consultant in each year of the term of the last contract?	This is a new contract. The Department has not previously issued an RFP for the services contemplated in this RFP's Statement of Work.
8	1.2 Background Information	N/A	Who is the current consultant?	This is a new contract. The Department has not previously issued an RFP for the services contemplated in this RFP's Statement of Work.
9	1.2 Background Information	N/A	Please send copies of the invoices for 2016.	This is a new contract. The Department has not previously issued an RFP for the services contemplated in this RFP's Statement of Work.
10	1.2 Background Information	N/A	Please share the enrollment by carrier for the plans offered	The Division of State Group Insurance enrollment as of June 2017 is as follows: Aetna Life Insurance Company: 5,396 subscribers AvMed, Inc. DBA AvMed Health: 49,740 subscribers Capital Health Plan, Inc.: 31,155 subscribers Blue Cross and Blue Shield of Florida, Inc. DBA Florida Blue: 83,799 subscribers Florida Health Care Plans: 1,490 subscribers United Healthcare of Florida, Inc: 4,177 subscribers
11	1.2 Background Information	N/A	The link to the benefits design is broken. Please resend	See the revised Section 1.2 of the RFP above.

Question Number	Section	Page Number	Question	Response
12	1.2 Background Information	N/A	Please list the insurance carriers contracted with the state?	The Division of State Group Insurance currently contracts with the following health insurance providers: <ul style="list-style-type: none"> • Aetna Life Insurance Company • AvMed, Inc. DBA AvMed Health • Capital Health Plan, Inc. • Blue Cross and Blue Shield of Florida, Inc. DBA Florida Blue • Florida Health Care Plans • United Healthcare of Florida, Inc
13	1.2 Background Information	N/A	Has the current consultant successfully fulfilled the terms of the contract?	This is a new contract. The Department has not previously issued an RFP for the services contemplated in this RFP's Statement of Work.
14	1.2 Background Information	N/A	Please provide a copy of the winning proposal submitted for the last issued RFP for this service or for RFP No. DMS - 13/14-018C Independent Benefits Consulting, Actuarial and Auditing Services?	The Department has not previously issued an RFP for the services contemplated in this RFP's Statement of Work. The winning proposals submitted for RFP No. DMS - 13/14-018 will be provided upon request.
15	1.2 Background Information	N/A	We did not identify any small, veteran, woman, or minority business goals associated with this RFP. Please confirm there are no goals associated with this RFP.	See Section 2.7 of the RFP. For this RFP, the Department has not set aside "pending goals" as the term is used in section 287.09451, Florida Statutes.
16	1.2 Background Information	N/A	Please provide a copy of the winning proposal for the last RFP issued for this service and or for Please provide a copy of the winning proposal submitted for the last issued RFP for this service or for RFP No. DMS - 13/14-018C Independent Benefits Consulting, Actuarial and Auditing Services?	See response to Question 14.

Question Number	Section	Page Number	Question	Response
17	Contractual	14	Please confirm that PUR 1000, 10/06 does not apply to this procurement.	The terms of the PUR 1000, 10/06, are replaced in their entirety with the Special Conditions, which are attached to this RFP as Attachment D, as amended by Section 2.5 of the RFP.
18	Contractual	13	Page 13 section 3.5 of the RFP indicates Mandatory Responsiveness items. Form 7 (pages 30-31) lists these same items but indicates N/A for most of the items in the "Vendor Page# of Proposal" column. Are the items indicated as such on Form 7, not applicable to this procurement? Or should we rely on section 3.5 for this procurement	Where "N/A" is indicated for the "vendor page # of proposal" in Form 7, those items are applicable to this procurement. Where "N/A" is indicated for the "vendor page # of proposal" in Form 7, those certifications are to be accomplished through the execution of Form 7. See the paragraph preceding the signature block on Form 7.
19	Statement of Work	2	The document references no ownership or similar connection to a "like" organization. Similarly, is the City comfortable with a consulting partner whose organization receives revenue through other avenues i.e. commissions, overrides, etc.? Or, is the expectation that the preferred business partner is a fee for service consultant without any potential conflicts of interest?	Pursuant to section 110.12304(2), Florida Statutes, the independent benefits consultant may not: (a) Be owned or controlled by a health maintenance organization or insurer. (b) Have an ownership interest in a health maintenance organization or insurer. (c) Have a direct or indirect financial interest in a health maintenance organization or insurer. See Section 3.5 Mandatory Responsiveness Requirements in the RFP document.
20	Statement of Work	2	Similarly to question 3 above, is the City receptive to partnering with an organization which also markets products, one or more of which could potentially be considered for one or more of the benefit offerings the City puts forth?	See response to Question 19.

Question Number	Section	Page Number	Question	Response
21	Statement of Work	3	Does DSGI currently work with a data warehouse and analytics vendor or is the expectation that the consultant awarded the business will build and maintain a data warehouse to support the services included within the SOW?	DSGI currently works with a data warehouse and analytics vendor. Construction of a data warehouse is not an expectation for completing the services contemplated in the Statement of Work.
22	Statement of Work	3	If there is a current data warehousing/analytic firm in place, please advise who it is and how the consultant awarded this contract will access the plan data needed to perform the services.	The Department anticipates directly providing reports and data in a secure electronic format to the consultant(s) awarded this contract. Respondent must keep and maintain Department data in accordance with the terms of the Contract.
23	Contractual	14	Please confirm that FL DSGI only needs one performance bond per contracted vendor partner regardless of how many contracts that vendor has in place. In other words, if your vendor partner agrees to what's being requested here, it would be in lieu of any other bonds or letters of credit currently in place to support an existing contract with DSGI.	The performance bond or letter of credit requirement in this RFP is for this Contract and is independent of the requirements for any other contract with the Department.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES (as altered by subsection 110.123(3)(d)4, 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.