

Request for Proposals (RFP)
for
Independent Benefits Consulting
RFP NO: DMS-17/18-003
The State of Florida
Department of Management Services

Procurement Officer: Maureen Livings
Division of Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, FL 32399-0950
Phone: 850-410-2404
Email: DMS.Purchasing@dms.myflorida.com

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. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:
http://www.dms.myflorida.com/agency_administration/general_counsel

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- FORM 2 – NOTICE OF CONFLICT OF INTEREST
- FORM 3 – NON-COLLUSION AFFIDAVIT
- FORM 4 – STATEMENT OF NO INVOLVEMENT
- FORM 5 – BUSINESS/CORPORATE EXPERIENCE FORM
- FORM 6 – ADDENDUM ACKNOWLEDGEMENT
- FORM 7 – MANDATORY RESPONSIVENESS REQUIREMENTS
- FORM 8 – CERTIFICATION OF EXPERIENCE
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- AFFIDAVIT OF NO OFFSHORING

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida, Department of Management Services' Division of State Group Insurance (Department) is issuing this solicitation to establish a contract to provide benefits planning and consulting. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Proposal must comply with all terms and conditions described in this solicitation.

The contract that will be awarded as a result of this solicitation has an estimated maximum annual value of \$500,000. This is for informational purposes only and should not be construed as representing actual, guaranteed or minimum spend under any new contract. The Department intends to make a single award. However, the Department reserves the right to make multiple awards or to make no awards.

1.2 Background Information

Pursuant to section 110.123, F.S., the Department's Division of State Group Insurance ("Division") administers the State Group Insurance Program ("Program"). The Program is comprised of a package of insurance benefits, including health insurance options, flexible spending and health savings accounts ("HSA"), life insurance, dental insurance, and other supplemental insurance products for State of Florida employees and retirees, COBRA participants, and covered spouses and/or children. Each employee, retiree or COBRA participant that is the primary insured is an "Enrollee." Covered spouses and/or children are "Dependents." Each individual covered under the Program is a "Member."

Through the Program, the Department currently offers four (4) medical benefit plan design options. Two (2) of these are Preferred Provider Organization ("PPO") plans, while the other two (2) plans are Health Maintenance Organizations ("HMO") or HMO-style plans.

- A. Self-Insured Standard Preferred Provider Organization (PPO)
- B. Self-Insured Health Investor Health Plan (HIHP) PPO
- C. Standard Health Maintenance Organization (HMO)
 - 1. Fully-Insured
 - 2. Self-Insured
- D. HIHP HMO
 - 1. Fully-Insured
 - 2. Self-Insured

The benefit attributes for HIHP differ from the standard health plans, but covered services are the same. The HIHP option is a variation of the standard plan with higher deductibles and different coinsurance levels. Active employees electing participation in one of the HIHP plans and electing participation in the State-sponsored HSA receive an employer contribution into their HSA.

The PPO options, available statewide, are currently self-funded, with medical benefits administered by a single third party administrator ("TPA"). The fully-insured HMO and self-insured HMO-style options are currently provided by five (5) separate HMOs and TPAs, with a mix of fully insured and self-insured funding arrangements. A single pharmacy benefits manager, currently CVS/Caremark, administers the pharmacy benefits for all plans with the exception of Medicare Advantage HMO Enrollees, whose pharmacy benefits are administered by their respective fully insured HMOs.

Administrative fees, claim costs and premium payments for the PPO and HMO plans are paid from a trust fund established by the State of Florida. The State does not pay typical insurance company fees, such as retention, reinsurance, premium taxes and other insurance-related charges for the self-insured PPO and HMO plans.

The “Plan Year” runs from January 1 through December 31 of each calendar year. The State provides two (2) primary enrollment opportunities outside of qualifying status change events: 1) when a person begins employment with the State, and 2) annually during an open enrollment period.

As of January 2017, the State Group Health Insurance Program covers 176,274 Enrollees and 367,681 Members. For more information about the Program design, visit DSGI website at: <http://www.myflorida.com/mybenefits>.

1.3 Term

The initial term of the contract will be one (1) year. The contract may be renewed in whole or in part for a period not to exceed three (3) years. The contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

1.4 Definitions

The following definitions apply to this solicitation, in addition to the definitions in the attached ATTACHMENT D – Special Conditions and PUR 1001. Additional definitions may be found in the Statement of Work (ATTACHMENT A) and the contract document (ATTACHMENT B).

1.4.1 Confidential Information – Any portion of a Contractor’s documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or any other authority and is clearly marked “Confidential.”

1.4.2 Contract – The agreement that results from this competitive procurement, if any, between the Department and the vendor identified as providing the most advantageous proposal to the State.

1.4.3 Department – The State of Florida, Department of Management Services, is referred to in this document as “DMS” or “Department.”

1.4.4 Division of State Group Insurance (DSGI) – A division within the Department of Management Services responsible for administration of state employee insurance programs.

1.4.5 Proposal – the formal response to an RFP.

1.4.6 Respondent – A vendor who submits a proposal to this RFP.

1.4.7 State – The State of Florida and its agencies.

1.4.8 Vendor(s) – An entity that is capable and in the business of providing a commodity or contractual service similar to those within the solicitation.

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439. Requests for accommodation for meetings must be made at least five working days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 Procurement Officer

The Procurement Officer is the **sole point of contact** as described in PUR 1001, Section 21.

Procurement Officer for this solicitation is:

Maureen Livings

Purchasing Analyst, Division of Departmental Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 335.2Z

Tallahassee, FL 32399-0950

Phone: (850) 410-2404

Email: DMS.Purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

During the time between the release of this RFP and the end of the 72-hour period following the Department's posting of the Notice of Intent to Award, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The RFP is a method of competitively soliciting a commodity or contractual service under Chapter 287, Florida Statutes. Vendors can submit formal questions via email to the Procurement Officer by the deadline listed in the Timeline of Events. Proposals are to be received by the deadline listed in the Timeline of Events.

The Department will hold a public opening of the Proposals at the date, time, and location below. Once the Department has reviewed and evaluated the Proposals, the Department will post its decision on the Vendor Bid System.

2.2 Questions and Answers

Respondents will address all questions during the Question and Answer period regarding this solicitation in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events section.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Vendor Name	RFP Section	RFP Page #	Question

Questions will not constitute formal protest of the specifications of the solicitation.

Department answers to written inquiries will be issued by addendum via the Vendor Bid System.

2.3 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events may be subject to change. It is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times (Eastern Time) specified below.

Timeline of Events	Event Time (ET)	Event Date
RFP posted on the VBS.		08/04/2017
Deadline to submit questions to the Procurement Officer.	2:00 PM	08/09/2017
Department's anticipated posting of answers to Respondents' questions on the VBS.		08/14/2017
Deadline to submit Proposal and all required documents to the Procurement Officer.	3:00 PM	08/24/2017
Public Opening Conference Room 101 4050 Esplanade Way, Tallahassee, FL 32399-0950	3:30 PM	08/24/2017
Formal Evaluations Conducted.		08/25/2017- 09/06/2017
Public Meeting for Evaluators to confirm scores. Conference Room 101 4050 Esplanade Way, Tallahassee, Florida 32399-0950 Conference Call Number: 1-888-670-3525 Participant Passcode 7665653066#	2:00 PM	09/06/2017
Anticipated date to post Notice of Intent to Award.		09/13/2017

Timeline of Events	Event Time (ET)	Event Date
Anticipated contract start date.		10/02/2017

2.4 Addendum to the Solicitation

The Department reserves the right to modify this solicitation by issuing an addendum posted on the Vendor Bid System. It is the responsibility of the Respondent to check the Vendor Bid System for any changes.

2.5 Contract Formation

The Contract will consist of the incorporated contract document (Attachment B) and all attachments thereto (See Section 4 of Attachment B, Contract Documents & Hierarchy). During the solicitation period, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

The General Contract Conditions (PUR 1000, 10/06) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

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. The attached Special Conditions shall apply except for Sections 7.2 and 7.3, which shall be replaced in their entirety as follows:

7.2. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor’s liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

7.3. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees,

arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

2.6 Modification or Withdrawal of Proposals

Respondents may modify the Proposal at any time prior to the RFP due date (as reflected in Section 2.3, Timeline of Events) by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer in writing before the Public Opening.

2.7 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority, Veteran and women owned businesses. Participation of a diverse group of Respondents doing business with the State of Florida is central to the Department's effort. To this end, minority, veteran and women owned businesses are encouraged to participate in the state's competitive, procurement process as both Contractors and subcontractors.

SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS

3.1 Introduction

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents is the PUR 1001, 2006 version, which is incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents/forms_references_resources/purchasing_forms

The following Special Instructions are in Section 3 of the RFP. In the event of conflict between the General Instructions to Respondents and the Special Instructions, the Special Instructions shall have priority.

Sections 3, 5 and 9 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Proposals

Proposals shall be submitted in accordance with Section 3.5 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.2 of this solicitation.

Section 9. Respondent's Representation and Authorization.

In submitting a response, each Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its bid.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

3.2 MyFloridaMarketPlace (MFMP) Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Attachment D Special Conditions, as modified in Section 2.5, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031 of the Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

State of Florida vendors **must** register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors

provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

The awarded Respondent(s) if any, must have completed this process prior to Contract execution.

3.4 How to Submit a Proposal

Submit the Proposal in a properly marked, sealed box(es) containing the following:

- 3.4.1** One (1) original, unredacted bound version of the Proposal and five (5) unredacted bound paper copies;
- 3.4.2** One (1) original Attachment C – Price Sheet in a separate sealed envelope;
- 3.4.3** One (1) scanned copy of the entire Proposal in Adobe (.pdf) and price sheet in Excel (.xlsx) on a thumb drive. Large files should be scanned as separate files; and
- 3.4.4** One (1) electronic redacted copy of the entire Proposal on CD-ROM or USB flash drive (if applicable, as described in Subsection 3.7 of this RFP).

All electronic documents are to be searchable to the fullest extent practicable. Paper and electronic copies of Proposals are to consist of identical information. In the event of a conflict between the copies, the original paper Proposal controls.

Sealed Proposals are to be clearly marked on the outside of the package with the solicitation number company name and Procurement Officer Name.

Proposals shall be submitted to the address listed in subsection 1.6, also listed below:

Maureen Livings
Purchasing Analyst, Division of Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, FL 32399-0950

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Proposal should be on completeness and clarity of content.

Respondents are responsible for submitting their Proposals by the date and time specified in the Timeline of Events section of this solicitation.

A Proposal must demonstrate, within the Department's sole discretion that the Respondent is responsible and meets the responsiveness requirements in the RFP in order to be considered for the award.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

3.5 Mandatory Responsiveness Requirements

The Department will not evaluate Proposals from Respondents that do not meet the minimum requirements listed below. The Respondent's Experience and Ability, Proposed Technical Solution, and Answers to Questions will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness by Respondents.

Provide a signed Form 7, Mandatory Responsiveness Requirements, and provide the required documentation requested in this subsection.

- 3.5.1** The Respondent must certify that the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
- 3.5.2** The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.
- 3.5.3** The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form, as modified by subsection 3.1 herein.
- 3.5.4** The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>
- 3.5.5** The Respondent must certify that the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.
- 3.5.6** The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org
- 3.5.7** The Respondent must 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.
- 3.5.8** The Respondent must certify that the Respondent has at least fifteen (15) non-overlapping years' experience providing independent benefit consulting services and consulting and designing employee benefit programs for large employers and public employers, including experience with plans that qualify as cafeteria plans under s. 125 of the IRC of 1986, by submitting Form 5. (The Respondent may submit Form 5 as many times as necessary to demonstrate the fifteen (15) non-overlapping years of experience).
- 3.5.9** The Respondent must certify that the Respondent and its consultants assigned to do work under this RFP are not owned or controlled by a health maintenance organization or insurer.

- 3.5.10** The Respondent must certify that the Respondent and its consultants assigned to do work under this RFP do not have a direct or indirect financial interest in a health maintenance organization or insurer.
- 3.5.11** The Respondent must certify that the consultants assigned to do work under this RFP will be limited to those submitted with the RFP, unless substitutes are specifically approved in writing by the Department.
- 3.5.12** The Respondent must certify that the Respondent is independent as that term is defined by the Ethical Rules of the American Institute of Certified Public Accountants (AICPA).

NOTE: The certifications required in subsections 3.5.1 through 3.5.12 are to be accomplished through the execution of Form 7.

- 3.5.13** The 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.
- 3.5.14** The Respondent must provide a certified Form 8, Certification of Experience.
- 3.5.15** The Respondent must provide a completed price sheet (Attachment C).

3.6 Contents of Proposal

Proposals are to be organized in sections as directed below. Respondents are to complete each section entirely or the Respondent may be deemed non-responsive. The Department reserves the right to waive any minor irregularity, technicality or omission if the Department determines that doing so will serve the best interest of the state.

The Respondent is to organize its Proposal as follows:

Tab 1 A cover letter on the Respondent's letterhead with the following information:

- a) Company name and physical address
- b) Primary location from where the work will be performed
- c) Contact information for primary point of contact, including phone and email address
- d) Federal Employer Identification (FEID) Number

Tab 2 Completed FORMS

- FORM 1 – CONTACT INFORMATION
- FORM 2 – NOTICE OF CONFLICT OF INTEREST
- FORM 3 – NON-COLLUSION AFFIDAVIT
- FORM 4 – STATEMENT OF NO INVOLVEMENT
- FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM

Tab 3 Mandatory Responsiveness Requirements

- FORM 5 – BUSINESS/CORPORATE EXPERIENCE FORM
- FORM 7 – MANDATORY RESPONSIVENESS REQUIREMENTS
- FORM 8 – CERTIFICATION OF EXPERIENCE
- Proof of Respondent's Ability to Obtain a Letter of Credit/Bond as provided in subsection 3.5.13
- ATTACHMENT C – PRICE SHEET in a **separate sealed envelope**.

Tab 4 Response to the RFP

Please provide the following information in the Proposal, which will be evaluated against the criteria listed in the Selection Methodology Section.

1) Experience and Ability

The Respondent should furnish a narrative on its relevant experience and ability to provide the services requested or similar services. The Respondent should also furnish a sample of work completed for similar services for a similarly situated client.

2) Respondent's Proposed Technical Solution

The Respondent should fully describe its plan for carrying out the services requested in this solicitation.

3) Respondent's Answers to Questions (below):

- a. Provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for implementing the State of Florida account.
- b. For the performance of services similar to those required in this RFP, has Respondent ever been notified of or been declared in breach or default of a contract; received written notice that it was considered to be in breach or default; or been defaulted on a contract with any other business entity? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
- c. Has Respondent ever been issued a letter of non-compliance on a contract involving services similar to those required in this RFP? If so, advise when, where and the ultimate outcome of such actions.
- d. Has Respondent ever terminated or given notice of termination of any contract for which it performed services similar to those required in this RFP? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
- e. Describe any discipline, fines, litigation and/or government action taken, threatened or pending against Respondent or any entities of

Respondent during the last five (5) years regarding the performance of services similar to those required in this RFP. This information must include whether the Respondent has had any registrations, licenses, and/or certifications suspended or revoked in any jurisdiction within the last five years, along with an explanation of circumstances.

- f. Identify and describe all data security incidents related to unauthorized access of client or Member data or unauthorized physical access to Respondent's data center experienced within the last five years. Explain how the organization handled such incidents.
- g. The challenges or difficulties Respondent anticipates and how Respondent would overcome or mitigate the effect of these difficulties, given Respondent's experience with similar groups.

3.7 Public Records and Respondent's Confidential Information

3.7.1 Public Records

All electronic and written communications pertaining to this RFP, whether sent from or received by the Department, are subject to Florida's public records law, chapter 119, Florida Statutes. Subsection 3.7.4 below addresses the submission of trade secret and other information exempted from public inspection.

3.7.2 Proposals are Public Records

All materials submitted as part of a Proposal to this RFP will be a public record subject to the provisions of chapter 119, Florida Statutes. Selection or rejection of a Proposal does not affect the public record status of the materials.

3.7.3 Proposals will be Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's public records law, chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of replies pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of replies become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Proposal will be waived upon submission of the Proposal to the Department, unless the claimed trade secret information is submitted in accordance with subsection 3.7.4. This waiver includes any information included in the Respondent's Proposal outside of the separately bound document described below.

3.7.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must submit all such information as a separately bound,

unredacted document clearly labeled “Attachment to Request for Proposals, Number—Exempt Material,” together with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Respondent must also simultaneously provide the Department with a separate, electronic *redacted* copy of its Proposal. The file name of the electronic redacted copy shall contain the name of Respondent, the RFP number, and redacted copy (e.g., Respondent Name DMS RFP _redacted copy.pdf). The first page of the electronic redacted copy and each page on which information is redacted shall prominently display the phrase “Redacted Copy.”

This submission must be made no later than the Proposal submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Proposal, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required for the material.

3.7.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as exempt and failed to submit a redacted copy as provided in this section, the Respondent **waives** the exemption, and the Department may produce all of Respondent’s documents, data or records to any person requesting a copy under chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with subsection 3.7.4 to ensure its exempt information is appropriately marked.

3.7.6 Department Not Obligated to Defend Respondent’s Claims

The Department is not obligated to agree with a Respondent’s claim of exemption and, by submitting a Proposal, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida’s Public Records Law. Further, by submitting a Proposal, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney’s fees and costs, arising from or in any way relating to Respondent’s assertion that the redacted portions of its Proposal are trade secrets or otherwise exempt from public disclosure under chapter 119, Florida Statutes.

3.8 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

3.9 Price Sheet Instructions

- 3.9.1** The Respondent must submit a completed Price Sheet (ATTACHMENT C) including the initial and renewal periods, **in a separate sealed envelope**. Prices submitted in the Price Sheet will be used for both the initial and renewal term(s).
- 3.9.2** The Respondent shall provide a fixed price(s) in each applicable cell of the Price Sheet submitted.
- 3.9.3** The Respondent shall use legible handwriting, if applicable, when completing the Price Sheet.
- 3.9.4** If necessary, price(s) will be finalized based on a confirmed seek to clarify by the Department to the Respondent and if applicable, corrected price sheets.

SECTION 4. SELECTION METHODOLOGY

4.1 Evaluation Criteria

The Evaluators will independently review and evaluate the responsive Proposals using the criteria listed below for Experience and Ability, 4.2.1; Proposed Technical Solution, 4.2.2; and Respondent's Answers to Questions, 4.2.3:

Scoring Guidelines for Questions receiving a score of 0-4		
Assessment	Assessment Description	Evaluator Score
Poor	<ul style="list-style-type: none"> Gross lack of understanding of the project; or Below minimum required functionality; or Fails to demonstrate experience or ability. 	0
Marginal	<ul style="list-style-type: none"> Limited project understanding; or Partially addresses minimum required functionality; or Demonstrates limited experience or ability. 	1
Adequate	<ul style="list-style-type: none"> General understanding of the project; or Meets minimum required functionality; or Demonstrates acceptable experience or ability. 	2
Good	<ul style="list-style-type: none"> Above-average understanding of the project; or Partially exceeds minimum required functionality; or Demonstrates above-average experience or ability. 	3
Exceptional	<ul style="list-style-type: none"> Superior understanding of the project; Greatly exceeds minimum required functionality; or Demonstrates excellent and innovative experience or ability. 	4

Scoring Guidelines for Questions receiving a score of 0-1		
Assessment	Assessment Description	Evaluator Score
Incomplete or missing	<ul style="list-style-type: none"> Partial or incomplete information is provided. 	0

Complete	<ul style="list-style-type: none"> • Complete information provided to all parts of the question. 	1
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Each evaluator’s scores will be totaled separately in each section for each Respondent. The Respondent earning the highest score will be awarded the maximum amount of points for that section. Each Respondent’s score below the highest scoring Respondent’s score will receive proportional points. For example, if there are only two Respondents, and Respondent A has an Experience and Ability score of twelve (12) and Respondent B has an Experience and Ability score of eleven (11), Respondent A will receive 60 points and Respondent B will receive 55 points (calculated as Respondent B’s score divided by Respondent A’s score multiplied by 60).

4.2 Evaluation of the Proposal – 200 points

4.2.1 Experience and Ability (60 points)

Evaluation of the Respondent’s experience and ability to provide services will be based upon information contained in the entire proposal, but primarily on the information in the Respondent’s Experience and Ability narrative, submitted as part of Tab 4 of the Proposal. Evaluators will score using Section 4.1 Evaluation Criteria. Evaluators will consider the following questions.

- a. Has the Respondent demonstrated via the Proposal that it has substantial experience in consultation and design of employee benefit programs for large employers and public employers, including experience with plans that qualify as cafeteria plans under s. 125 of the IRC of 1986? (scored 0-4)
- b. Has the Respondent demonstrated via the Proposal that it has experience in implementing metal tier health benefit plans? (scored 0-4)
- c. Has the Respondent demonstrated via the Proposal that it has experience monitoring trends in benefits and employer-sponsored insurance and ensuring compliance with applicable federal and state regulations? (scored 0-4)
- d. Has the Respondent demonstrated via the Proposal that it has experience in addressing adjustment procedures necessary to respond to any risk segmentation that may occur when increased choices are offered to employees? (scored 0-4)
- e. Has the Respondent demonstrated via the Proposal that it has experience performing contracts of similar size and scope for the services sought? (scored 0-4)
- f. How well did the Respondent convey the ability to provide these services? (scored 0-4)
- g. Are there any issues or concerns identified regarding Respondent’s experience and ability to provide the services? (scored 0-4)

- h. How well did Respondent's sample work product demonstrate Respondent's ability to provide the requested services? (scored 0-4)

4.2.2 Proposed Technical Solution (75 points)

Evaluation of the Respondent's proposed technical solution will be based upon information contained in the entire Proposal, but primarily on the information contained in the Respondent's proposed technical solution narrative, submitted as part of Tab 4 of the Proposal. Evaluators will score using Section 4.1 Evaluation Criteria. Evaluators will consider the following questions.

- a. How well does the summary of the solution, and the explanation of why it is the best solution for the state, address and meets the goals, needs and expectations of the State? (scored 0-4)
- b. How well does the Respondent understand the long-term and short-term goals to be achieved via this solicitation? (scored 0-4)

4.2.3 Respondent's Answers to Questions provided in Tab 4, Item 3 (15 Points)

Evaluation of the Respondent's answers to questions in Tab 4, Item 3, will be based upon the information submitted as part of Tab 4 of the Proposal. Evaluators will score using Section 4.1 Evaluation Criteria. Evaluators will consider the following questions.

- a. Did Respondent provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for implementing the State of Florida account? (scored 0-1)
- b. Did the Respondent address the following question: For the performance of services similar to those required in this RFP, has Respondent ever been notified of or been declared in breach or default of a contract; received written notice that it was considered to be in breach or default; or been defaulted on a contract with any other business entity? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome. (scored 0-1)
- c. Did the Respondent address the following question: Has Respondent ever been issued a letter of non-compliance on a contract involving services similar to those required in this RFP? If so, advise when, where and the ultimate outcome of such actions. (scored 0-1)
- d. Did the Respondent address the following question: Has Respondent ever terminated or given notice of termination of any contract of any contract for which it performed services similar to those required in this RFP? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome. (scored 0-1)
- e. Did the Respondent address the following question: Describe any discipline, fines, litigation and/or government action taken, threatened or pending against Respondent or any entities of Respondent during the last five (5) years regarding the performance of services similar to those required in this RFP. This information must include whether the

Respondent has had any registrations, licenses, and/or certifications suspended or revoked in any jurisdiction within the last five years, along with an explanation of circumstances. (scored 0-1)

- f. Did the Respondent address the following question: Identify and describe all data security incidents related to unauthorized access of client or Member data or unauthorized physical access to Respondent's data center experienced within the last five years. Explain how the organization handled such incidents. (scored 0-1)
- g. How well does Respondent address the challenges or difficulties the Respondent anticipates and explain how the Respondent would overcome or mitigate the effect of these difficulties, given Respondent's experience with similar groups? (scored 0-4)

4.2.4 Scoring of Financial Proposal (50 points)

The Respondent's Financial Proposal will count as twenty-five percent (25%) of the overall score and will be evaluated based on a completed response to Attachment C, with a maximum score of 50 points. The Respondent with the lowest total price in the Initial Contract Term based on hourly rate multiplied by the number of hours required to complete deliverables outlined in Attachment A will receive 50 points. Each Respondent's total price, based on hourly rate in the Initial Contract Term multiplied by the number of hours required to complete deliverables outlined in Attachment A, that is higher than the lowest total price will receive proportional points. For example, if there are only two respondents, and respondent A has a total price of \$15 and respondent B has a total price of \$17, respondent A will receive 50 points and respondent B will receive 44.12 points (calculated as respondent A's points divided by respondent B's points multiplied by 50).

The scoring of the Financial Proposal will be done by the Procurement Officer.

4.3 Basis of Award

The award will be made to the highest total number of points awarded based on Experience and Ability, Answers to Questions, Proposed Technical Solution, and Financial Proposal. **The maximum points possible is 200.**

The Department reserves the right to award as determined to be in the best interest of the state and to accept or reject any and all Proposals or separable portions and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the state. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition.

4.4 Proposal Disqualification

Proposals that do not meet all requirements, specifications, terms and conditions of the solicitation or failure to provide all required information, documents or materials may be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation are not permitted. A Respondent whose Proposal, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-

responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to award and contract with the Respondent with next highest score in the event that the Department is unable to contract with the initially awarded Respondent.

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Proposals, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

SECTION 6. PROTEST OF AGENCY DECISIONS

Any Respondent desiring to protest a decision, intended decision, or other action subject to protest regarding this solicitation, shall file a formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, Florida, 32399, within seventy-two hours after receipt of notice of the decision, intended decision, or other action, in accordance with subsection 110.123(3)(d)4, Florida Statutes. Please copy the Procurement Officer on such filings.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

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.

SECTION 7. EXECUTION OF CONTRACT

After it awards the Contract, the Department will send the Contract to the successful Respondent for execution. The terms of the Contract are set forth in Attachment B and any attachment therein. In finalizing the Contract for execution, the Department may make limited modifications as it deems reasonable, competitively fair, and in the State's best interests. Respondent shall have fifteen (15) calendar days from the date the final Contract is received from the Department to execute the Contract and return it to the Department. If the final Contract is not signed and returned to the Department within that timeframe, the Department, in its sole discretion, may grant an extension or proceed to award the Contract to the respondent of this solicitation with the second highest score.

FORM 1 – CONTACT INFORMATION

For solicitation purposes, the Respondent's contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact person shall be (if this column is blank, the contact person for solicitation purposes shall be the contract person for contractual purposes):

Name	_____	_____
Title	_____	_____
Company Name	_____	_____
Address	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 3 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Proposal, and the preparation of the Proposal. I state that:

1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher that the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Proposals for this contract.

Dated this _____ day of _____ 2017.

Name of Organization: _____

Signed by: _____

Print Name _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2017.

Notary Public: _____

My Commission Expires: _____

FORM 4 - STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the proposing company, certify that no member of this company nor any person having any interest in this company has been involved with the Department of Management Services to assist it in:

- 1. Developing this solicitation; or,

- 2. Performing a feasibility study concerning the statement of work, if applicable.

Name of Respondent's Organization

Signature of Authorized Representative and
Date

Print Name

FORM 5 – BUSINESS/CORPORATE EXPERIENCE

Provide the following information requested below. Print and complete this form as many times as needed to demonstrate at least fifteen (15) years of experience and ability in providing independent benefit consulting services and consulting and designing employee benefit programs for large employers and public employers, including experience with plans that qualify as cafeteria plans under s. 125 of the IRC of 1986. The experience cannot be from:

- a. Current employees of DMS.
- b. Former employees of DMS within the past three (3) years.
- c. Persons currently or formerly employed by the Respondent's organization.
- d. Board members of the Respondent's organization.
- e. Relatives.
- f. Corporations based solely in a foreign country.
- g. A member of the Respondent's organization who has written, completed and submitted the form on behalf of the reference.
- h. Any person involved in the drafting of this RFP or the procurement process.

Information	
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period	
Brief Summary of Services	

By submitting this form, the Respondent consents to the Department contacting the companies and/or persons listed herein.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 6 – ADDENDUM ACKNOWLEDGEMENT

This acknowledgment form serves to confirm that the Respondent has reviewed and accepted all Addendum(s) to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 7 – MANDATORY RESPONSIVENESS REQUIREMENTS

SOLICITATION SECTION REFERENCE	RESPONSIVENESS REQUIREMENTS	VENDOR PAGE # OF PROPOSAL
3.5.1	The Respondent must certify that the Respondent or person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.	N/A
3.5.2	The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.	N/A
3.5.3	The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form, as modified by subsection 3.1 herein.	N/A
3.5.4	The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form. http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf	N/A
3.5.5	The Respondent must certify that the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.	N/A
3.5.6	The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org	N/A
3.5.7	The Respondent must 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.	N/A
3.5.8	The Respondent must certify that the Respondent has at least fifteen (15) non-overlapping years' experience providing independent benefit consulting services and consulting and designing employee benefit programs for large employers and public employers, including experience with plans that qualify as cafeteria plans under s. 125 of the IRC of 1986, by submitting Form 5. (The Respondent may submit Form 5 as many times as necessary to demonstrate the fifteen (15) non-overlapping years of experience.)	N/A
3.5.9	The Respondent must certify that the Respondent and its consultants assigned to do work under this RFP are not owned or controlled by a health maintenance organization or insurer.	N/A
3.5.10	The Respondent must certify that the Respondent and its consultants assigned to do work under this RFP do not have a direct or indirect financial interest in a health maintenance organization or insurer.	N/A
3.5.11	The Respondent must certify that the consultants assigned to do work under this RFP will be limited to those submitted with the RFP, unless substitutes are specifically approved in writing by the Department.	N/A

3.5.12	The Respondent must certify that the firm is independent as that term is defined by the Ethical Rules of the American Institute of Certified Public Accountants (AICPA).	N/A
3.5.13	The 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.	
3.5.14	The Respondent must provide a certified Form 8, Certification of Experience.	
3.5.15	The Respondent must provide a completed price sheet (Attachment C).	

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsiveness Requirements listed above.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 8 – CERTIFICATION OF EXPERIENCE

Respondent must certify that its answers to the following questions are accurate, complete, and contained in the Respondent's Proposal in Tab 4.

- For the performance of services similar to those required in this RFP, has Respondent ever been notified of or been declared in breach or default of a contract; received written notice that it was considered to be in breach or default; or been defaulted on a contract with any other business entity? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
- Has Respondent ever been issued a letter of non-compliance on a contract involving services similar to those required in this RFP? If so, advise when, where and the ultimate outcome of such actions.
- Has Respondent ever terminated or given notice of termination of any contract for which it performed services similar to those required in this RFP? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
- Describe any discipline, fines, litigation and/or government action taken, threatened or pending against Respondent or any entities of Respondent during the last five (5) years regarding the performance of services similar to those required in this RFP. This information must include whether the Respondent has had any registrations, licenses, and/or certifications suspended or revoked in any jurisdiction within the last five years, along with an explanation of circumstances.

Signature below certifies conformance with the Certification of Experience questions listed above.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

PREFERRED PRICING AFFIDAVIT

**Regarding the Contract between
[TBD] (the "Contractor")
and
State of Florida, Department of Management Services
Contract No.: DMS 17/18-003**

To be executed annually

Pursuant to Section 14 of the Contract, the undersigned Contractor hereby attests that the Contractor is in compliance with the **Preferred Pricing** clause in the Contract.

Contractor Name: [TBD]

Contractor's Federal Employer Identification Number (FEIN #): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

(Signature of Notary)

Check One:

Personally Known

Produced the following ID

AFFIDAVIT OF NO OFFSHORING

(To be executed at the time of contract and annually thereafter)

Pursuant to section 13 of the Contract, the undersigned Contractor hereby attests that the Contractor and its Subcontractors do not perform any of the Services under the Contract from outside of the United States, and the Contractor does not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Contractor Name: [TBD]

Contractor's Federal Employer Identification Number (FEIN #): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

(Signature of Notary)

Check One:

Personally Known

Produced the following ID _____