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Rick Scott, Governor

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**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
DIVISION OF STATE GROUP INSURANCE**

**REQUEST FOR PROPOSALS**

**GROUP DENTAL INSURANCE**

**RFP NO.: DMS-16/17-016**

**PROPOSALS DUE:  
January 27, 2017**

**Refer ALL Inquiries to:**  
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Departmental Purchasing  
Department of Management Services  
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**Forms:**

FORM 1 –RESPONDENT INFORMATION

FORM 2 – NOTICE OF CONFLICT OF INTEREST

FORM 3 – BUSINESS/CORPORATE REFERENCE

FORM 4 – RESPONSIVE REQUIREMENTS

**Attachments:**

ATTACHMENT A – Draft Contract

ATTACHMENT B – Financial Proposal

ATTACHMENT C – Census File

ATTACHMENT D – Confidentiality and Non-Disclosure Agreement

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## Section 1 Introduction

### 1.1 Purpose

The Florida Department of Management Services invites dental insurance carriers licensed to do business in the State of Florida to submit proposals in accordance with this Request for Proposal (“RFP”). The purpose of this RFP is to establish a Contract for voluntary group dental insurance (the “Services”), as described herein.

### 1.2 Overview of the Program

A division of the Department, the Division of State Group Insurance, administers the State Group Insurance Program (“Program”) in accordance with section 110.123, Florida Statutes. The Program is a package of pretax benefits, including health insurance options, flexible spending and health savings accounts, life insurance, dental insurance and other supplemental insurance products.

Those eligible to enroll in dental insurance include salaried employees, OPS employees working an average of 30 hours or more per week, and COBRA participants. Enrollees may choose single coverage, employee + spouse, employee + child or children, or employee + family coverage. As of October 2016, approximately 168,809 employees are eligible and 94,487 are enrolled.

Currently, nine dental plans are offered through the Program: five (5) prepaid plans, one (1) PPO plan, two (2) indemnity with PPO plans (i.e., passive PPO plans), and one (1) indemnity plan. View [current plan choices and schedules of benefits](#). An indemnity plan is required pursuant to s. 110.123(3)(h)8a, Florida Statutes. Five (5) of the nine (9) plans are “grandfathered” plans as allowed by this same section of statute. Approximately 30,400 Enrollees are enrolled in grandfathered dental plans.

The successful respondent(s) must confirm it is able to provide all of the Services required to be performed pursuant to this RFP and as more fully described in the **Draft Contract, Attachment A**.

### 1.3 Exclusive Point of Contact

All contact with the Department regarding the RFP shall be directed to the procurement officer in writing by email only and must contain the RFP number in the subject line of the email. No facsimiles or telephone calls will be accepted for any reason.

The exclusive point of contact for all communications regarding this RFP is:

Maureen Livings, Procurement Officer  
 Departmental Purchasing  
 Department of Management Services  
 4050 Esplanade Way, Suite 335.2Y  
 Tallahassee, FL 32399-0950  
 Email: [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com)

Other than the procurement officer identified, above, respondents to this RFP or persons acting on their behalf may not contact any other employee or officer of the Department. Violation of this provision may be grounds for rejecting a response.

#### 1.4 Anticipated Contract Term

The Department anticipates that the contract will be entered into by June 1, 2018, allowing the successful respondent(s) up to seven (7) months to provide transition services before providing services under the contract resulting from this RFP. The initial term of the contract is two (2) years with three (3), one-year renewal options at the Department's sole discretion.

#### 1.5 Schedule of Events and Deadlines

Anticipated Date	Time (EST)	Activity
November 28, 2016	N/A	Department posts RFP on the Vendor Bid System
December 1, 2016	3:00 p.m.	Deadline to submit the Confidentiality and Non-Disclosure Agreement ( <b>Attachment D</b> ) to the procurement officer
December 2, 2016	N/A	Department provides census data to respondents who submitted the Confidentiality and Non-Disclosure Agreement ( <b>Attachment D</b> ) in accordance with subsection 1.6 of this RFP
December 12, 2016	3:00 p.m.	Deadline for respondents to submit questions to the procurement officer
January 9, 2017	N/A	Department posts answers to respondents' questions on the Vendor Bid System
January 27, 2017	<b>Due no later than 3:00 p.m.</b>	Proposals due
February 21, 2017	N/A	Department evaluates proposals

February 24, 2017	N/A	Public meeting to confirm evaluators' scores
February 27, 2017	N/A	Department posts Notice of Intent to Award
March 28, 2017	N/A	Contract Executed Date
Jan 1, 2018	N/A	Contract Effective Date

### 1.6 Non-Disclosure Agreement

To be eligible to submit a proposal to this RFP, respondents must obtain the census file (**Attachment C**) from the Department. The census file includes the following information for employees eligible to enroll in dental insurance: date of birth, gender, home ZIP code, Plan name (if currently enrolled), Plan coverage tier (if currently enrolled) and status (salaried, OPS) "Confidential Health Information"). COBRA enrollment is included in the census.

To obtain the census file (**Attachment C**) respondent must submit a fully completed copy of the Confidentiality and Non-Disclosure Agreement (**Attachment D**) to the procurement officer, via email at [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com), by the time and date indicated in subsection 1.5 Schedule of Events and Deadlines.

Upon receipt of the forms, the Department will send the census file (**Attachment C**) on CD-ROM by Federal Express overnight delivery.

Respondents who submitted the Confidentiality and Non-Disclosure Agreement and received the data included in **Attachment C** but failed to submit a proposal to the RFP shall destroy the Confidential Health Information received from the Department, including any copies, by the time proposals are due and shall provide a certification and complete access list (page 3 of **Attachment D: Confidentiality and Non-Disclosure Agreement**) to the procurement officer that respondent has complied with this requirement on or before the due date of proposals.

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## **Section 2 General Instructions to Respondents**

### **2.1 General Overview**

The RFP process involves the Department's evaluation of proposals. All responsive proposals will be evaluated. The Department will then select one or more respondents for award.

### **2.2 Contacting Department Personnel**

Prospective respondents or persons acting on their behalf may not contact, between the release of this RFP and the end of the seventy-two (72) hour period (Saturdays, Sundays and State holidays excluded) following the Department's posting of the notice of intent to award a contract, any Department personnel or consultants, or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer in accordance with subsection 1.3 above or as otherwise provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective respondent, or an existing or prospective subcontractor to a prospective respondent is assumed to be on behalf of a prospective respondent unless otherwise shown.

#### **2.2.1 Violation of Contact Limitations**

Violation of the provisions of subsection 2.2 of this RFP may be grounds for rejecting a proposal, if determined by the Department to be material.

### **2.3 Order of Precedence**

In the event of conflict in terms among the foregoing during this RFP, the following order of precedence shall apply.

- Addenda to the RFP, if any
- This RFP
- All attachments and exhibits to this RFP
- The Department's draft contract

### **2.4 Respondent Questions**

Respondents will submit **all** questions during the question and answer period in writing to the procurement officer by email. The deadlines for submission of questions are reflected in subsection 1.5 Schedule of Events and Deadlines of this RFP.

Each respondent's submission of questions must be clearly labeled with the title of this RFP and the RFP number.



Questions must be submitted in the following format to be considered:

Respondent				
Question #	Respondent Name	RFP Section	RFP Page #	Question

Responses to all written questions, and any resulting revisions to the RFP, will be posted through the Vendor Bid System.

Questions will not constitute formal protest of the specifications or of the RFP.

**2.5 Florida Substitute Form W-9 Process**

State of Florida respondents must register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information respondents 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. This form is *not* required to be submitted with the proposal to the RFP.

**2.6 Special Accommodation**

Any person requiring a special accommodation because of a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439, at least five (5) business days prior to the scheduled event. Persons with hearing or speech impairments should the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

**2.7 Receipt of Proposals**

Proposals must be received by the Department no later than the date and time provided in subsection 1.5 Schedule of Events and Deadlines of this RFP and addressed to the procurement officer at:

Maureen Livings, Procurement Officer  
 Departmental Purchasing  
 Department of Management Services  
 4050 Esplanade Way, Suite 335.2Y  
 Tallahassee, FL 32399-0950

All methods of delivery or transmittal to the procurement officer are exclusively the responsibility of respondents and the risk of non-receipt or delayed receipt shall be borne exclusively by the respondents.

### **2.7.1 Changes to Proposals after Submission Prohibited**

During the evaluation phase, no changes, modifications, or additions to the proposal will be allowed after the proposals have been opened. However, the Department reserves the right to seek clarifications or additional information.

### **2.7.2 Receipt Statement**

Proposals not received at the specified address by the deadline will be rejected, remain unopened and retained for use in the event of a dispute. After the contract award, the Department will return the originals to the respondent.

### **2.8 Cost of Preparation**

Neither the Department nor the State is liable for any costs incurred by a respondent in responding to this RFP.

### **2.9 Electronic Posting of Department Decisions**

On the dates indicated on the Schedule of Events and Deadlines in subsection 1.5, as amended or updated, the Department shall electronically post a notice of the Department's decisions at the following Vendor Bid System website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

**IT IS THE SOLE RESPONSIBILITY OF RESPONDENTS TO CHECK THE VENDOR BID SYSTEM FOR INFORMATION AND UPDATES.**

### **2.10 Firm Proposal**

The Department may make an award within one hundred eighty (180) calendar days after the date the final proposals are due. By submitting a proposal, respondents acknowledge and agree that their proposals shall remain firm for (and shall not be withdrawn) for at least one hundred eighty (180) calendar days after the final proposals have been submitted. If an award is not made within the one hundred eighty (180) day period, the final proposal shall remain firm until either the Department awards the contract or the Department receives from the respondent written notice that the proposal is withdrawn.

Respondents may request to withdraw proposals within seventy-two (72) hours (excluding state holidays, Saturdays and Sundays) after the due date for proposals provided in the Schedule of Events and Deadlines, subsection 1.5 of this RFP. Requests received in accordance with this

provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error as determined solely by the Department.

### **2.11 Use of Proposal Content**

All materials produced to the Department through this RFP become the exclusive property of the Department and may not be removed by respondents. Further, all proposals become the property of the Department and will not be returned to the respondent, except those proposals rejected as untimely pursuant to section 2.7.2. The Department will have the right to use any or all ideas or adaptations of the ideas presented in the proposal. Selection or rejection of a proposal of award will not affect this right.

### **2.12 Public Records and Respondent's Confidential Information**

#### **2.12.1 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 2.12.4 below addresses the submission of trade secret and other information exempted from public inspection.

#### **2.12.2 Proposals are Public Records**

All materials submitted in 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.

#### **2.12.3 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 proposals pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of proposals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in respondent's proposal to this solicitation will be waived upon submission of the proposal to the Department, unless the claimed trade secret information is submitted in accordance with subsection 2.12.4. This waiver includes any information included in the respondent's proposal outside of the separately bound document described below.

#### **2.12.4 How to Claim Trade Secret or Other Exemptions**

If a respondent considers any portion of the documents, data, or records submitted in its proposal to be trade secret or otherwise exempt from public inspection or disclosure pursuant

to Florida's Public Records Law ("Confidential Information"), the respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Attachment to RFP DMS-16/17-016—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 16/17-016\_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.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the respondent that such an assertion has been made. It is the respondent's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the respondent in a legal proceeding, the Department shall give the respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The respondent shall be responsible for defending its determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

By submitting a proposal, the respondent agrees to protect, defend and indemnify the Department for any and all claims arising from or relating to the respondent's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

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 will 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 2.12.4 to ensure its exempt information is appropriately marked.

### **2.12.5 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.

### **2.13 General Instructions to Respondents PUR 1001 Form and General Contract Conditions PUR 1000**

The Florida Administrative Code requires that the Department include the standard PUR 1001 Form "General Instructions to Respondents" and the PUR 1000 "General Contract Conditions" with this solicitation. The PUR 1001 and the PUR 1000 forms can be found at: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

The Department is permitted by the Florida Administrative Code, however, to override the provisions of both forms. Accordingly, the terms and conditions of PUR 1001 FORM do not apply to this solicitation and are instead modified and superseded by the instructions, specifications, and other terms contained throughout this RFP. The terms and conditions of PUR 1000 do not apply to this solicitation and are instead modified and superseded by the draft contract included as **Attachment A** to this RFP.

### **2.14 Subcontracting**

The successful respondent(s) is fully responsible for all work performed under the resultant contract of this solicitation. If the respondent intends to use any subcontractors to perform the work, such subcontractors shall be identified as required by RFP section 6. If a respondent should need to replace a subcontractor prior to the Department's notice of intent to award, the respondent shall provide to the procurement officer a request to substitute the subcontractor, explaining why the respondent seeks to substitute the subcontractor. The substitution will be subject to Department approval.

The successful respondent(s) acknowledges that it will not be released of its contractual obligation to the Department because of any subcontract. The Department may treat

respondent's use of a subcontractor not disclosed during the RFP process or approved by the Department as a breach of contract.

Health care providers are not considered subcontractors.

Any processes, services, and deliverables that are subcontracted or provided by a subsidiary or third party (e.g., via a rental network), including but not limited to, the provider network, clinical management, customer service, disease management respondents, printing services, and so forth, shall be managed through respondent and be seamless and transparent to both the members and the Department.

### **2.15 Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, the successful respondent and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

### **2.16 Protests**

Section 120.57, Florida Statutes, applies to this solicitation, as modified by subsection 110.123(3)(d)4, Florida Statutes.

#### **2.16.1 Time Limits for Filing Protests**

Any person whose substantial interests are adversely affected by the decision or intended decision made by the Department pursuant to this solicitation shall file with the Department a **formal written protest petition** in writing **within seventy-two (72) hours** after the posting of the Department's notice of decision or intended decision in accordance with subsection 110.123(3)(d)4, Florida Statutes.

#### **2.16.2 Bond Must Accompany Protest**

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 equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount for any protest of this procurement is \$37,000,000.

The estimated contract amount is not subject to protest. The bond must be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the Department will accept a cashier's check, official bank check, or money order. An

original cashier's check, official bank check, or money order must be posted in the same fashion as a protest bond.

**FAILURE TO POST AN ORIGINAL BOND OR OTHER SECURITY REQUIRED BY LAW AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.**

### **2.16.3 Filing a Protest**

A formal written protest is "filed" when **actually received** by the procurement officer listed in subsection 1.3 or by the Department's agency clerk. Filing of a formal written protest may be achieved by hand-delivery, courier, mail, facsimile, or email. Actual delivery by the deadline shall remain the sole responsibility of the protestor, and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor.

A protest bond must be posted together with the formal written protest. A protest bond is "posted" when the original bond is physically tendered to the procurement officer or agency clerk. Bonds (and cashier's checks, official bank checks, or money orders) *cannot* be posted by facsimile, email, or other transmission that does not result in the original being physically tendered to the Department. Actual posting of a bond by the deadline shall remain the sole responsibility of the protestor, and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor.

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

## **2.17 Department's Reserved Rights**

### **2.17.1 Waiver of Minor Irregularities**

The Department reserves the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this RFP that does not affect the price of the proposal or give the respondent a substantial advantage over other respondents and thereby restrict or stifle competition and does not adversely impact the interests of the Department. At its option, the Department may allow a respondent to correct minor irregularities but is under no obligation to do so. In doing so, the Department may request a respondent to provide clarifying information or additional materials to correct the irregularity. However, the Department will not request and a respondent may not provide the Department with additional materials that affect the price of the proposal, or give the respondent an advantage or benefit not enjoyed by other respondents.

### **2.17.2 Right to Inspect, Investigate and Rely on Information**

The Department reserves the right to inspect respondent's facilities and operations, to investigate any respondent representations and to rely on information about a respondent in the Department's records or known to its personnel in making its determination that a proposal is most advantageous to the State.

### **2.17.3 Rejection of All Proposals**

The Department reserves the right to reject all proposals at any time, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so the Department will have no liability to any respondent.

### **2.17.4 Withdrawal of RFP**

The Department reserves the right to withdraw the RFP at any time, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so the Department will have no liability to any respondent.

### **2.17.5 Reserved Rights after Notice of Award**

The Department reserves the right, after posting notice thereof, to withdraw or amend its notice of intent to award at any time prior to execution of a contract.

### **2.17.6 No Contract until Execution**

A notice of intent to award under this RFP shall not constitute or form any contract between the Department and a respondent. No contract shall be formed until such time as a respondent and the Department formally execute a contract with requisite written signatures.

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## Section 3 Responding to the RFP

### 3.1 Overview

Proposals should provide a straightforward, concise description of the respondent's ability to provide the Services sought by the solicitation. Excessive information distracts readers from focusing on essentials. Properly referenced proposals may be in the form of informational materials and brochures, but must be specific to the issue raised or question asked. When responding to specific questions, respondents must reprint each question in its entirety in the proposal.

The respondent's proposal may not apply any conditions or exceptions to any mandatory requirements of the solicitation.

The proposal text must be at least 11 pt Calibri, Arial or Times New Roman font.

### 3.2 Submittal of Proposals

Each respondent is responsible for ensuring that its proposal is delivered at the proper time and to the proper place. **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE** reflected on the schedule included in subsection 1.5 Schedule of Events and Deadlines of this RFP. **The Department will reject proposals received after this deadline.**

Each submission must be in a sealed box(es) and addressed to the attention of the procurement officer and indicate the Departmental Purchasing address, the RFP number, and date and time the proposal is submitted. Any submitted documents claimed to be exempt from Florida's Public Records Law must comply with the provisions of subsection 2.12.4 ("How to Claim Protection for Exempt Materials") at the time of the proposal submission.

The proposal must be submitted in a properly marked, sealed box(es) containing the following:

- a. One (1) original *unredacted* and four (4) separate *unredacted*, bound paper copies;
- b. Four (4) electronic copies on four (4) separate CD-ROMs or "flash drives"; and
- c. One (1) electronic *redacted* copy of entire proposal on CD-ROM or "flash drive" (if applicable, as described in subsection 2.12.4 ("How to Claim Protection for Exempt Materials") of this RFP).

### 3.3 Format of Proposal

**THE RESPONDENTS MUST SUBMIT PROPOSALS IN THE FOLLOWING FORMAT AND ORDER IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN EACH CORRESPONDING SECTION OF THIS RFP. EACH PROPOSAL MUST BE TABBED AS FOLLOWS:**

**TAB 1: Transmittal Letter**

The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the respondent to the services and requirements as stated in this RFP. The transmittal letter must also include the name and contact information for the respondent's primary contact person for this solicitation. The transmittal letter must not exceed one (1) page.

**TAB 2: Title Page and Table of Contents**

The title page should bear the name and address of respondent and the name and number of this RFP. This should be followed by a table of contents for the entire proposal.

**TAB 3: Exempt Information**

A listing of information that is declared proprietary, trade secret or confidential and claimed to be exempt from public disclosure is to be provided immediately following the table of contents. This listing must identify each section of the proposal that has been marked as exempt and excluded from the redacted copy provided with the proposal as described in subsection 2.12. ("Public Records and Respondent's Confidential Information") of this RFP.

**TAB 4: Executive Summary**

Respondent must condense and highlight the contents of the proposal to the RFP in a separate, section titled "Executive Summary" including a general description of how the respondent intends to offer the services sought by this RFP.

**TAB 5: Minimum Qualifications and Requirements (RFP Section 5)**

Respondents must provide a response to each of the minimum qualifications identified in section 5 of this RFP. A response of "No" or failure to submit a response to any of the minimum qualifications in section 5 of this RFP will disqualify the respondent from further consideration.

**TAB 6: Respondent and Subcontractor Information (RFP Section 6)**

Respondents must provide a response to each requested item in section 6 ("Respondent and Subcontractor Information") of this RFP. Additional tables may be added by the respondent as needed for the response to any item in section 6. Failure to submit a response to any item in section 6 of this RFP may disqualify the respondent from further consideration.

**TAB 7: Technical Information (RFP Section 7)**

Respondents must respond to each question and request for information in section 7 of this RFP. Respondents must respond to all parts of each question or request for information. Failure to submit a response to a question or request for information may disqualify the respondent from further consideration. See subsection 4.3 of this RFP for scoring. Tab 7 must be limited to thirty (30) single-sided or fifteen (15) double-sided pages in the font indicated above.

**TAB 8: Network Information (RFP Section 8)**

Respondents must complete and submit the Network Information as instructed in section 8 of this RFP. Failure to provide a GeoAccess® analysis using an intact workbook with complete information will disqualify the respondent from further consideration.

**TAB 9: Financial Proposal (RFP Section 9)**

Respondents must provide a financial proposal by completing and submitting the Microsoft Excel document labeled **Attachment B: Financial Proposal**, and an actuarial memorandum(s) for the rating of each plan as described in the General Instructions of **Attachment B, Financial Proposal**.

Respondents must complete the financial proposal according to the instructions in **Attachment B, Financial Proposal**. Respondents must submit the final electronic version (on CD-ROM or flash drive) of the financial proposal in original file format (Excel .xls) with the Excel workbook intact (see section 4 for scoring information). Respondents may not add additional tabs to the workbook or break apart the tabs of the workbook and submit as separate attachments. Failure to provide a financial proposal using an intact workbook with complete pricing information for any item in **Attachment B** will disqualify the respondent from further consideration.

**TAB 10: Purchasing Forms (RFP Section 10).**

Respondents must complete and submit the following forms listed below in the following order displayed:

- a. Form 1 – Respondent Certification
- b. Form 2 – Notice of Conflict of Interest
- c. Form 3 – Business/Corporate Reference
- d. **Attachment D: Confidentiality and Non-Disclosure Agreement** Page 3, “Respondent’s Employees Who Will Be Given Access to the Confidential Information” Note: this form is required even if there are no updates from the initial submittal.

**Respondents should not include additional tabs, dividers, or dividing sheets of paper.**

### **3.4 Draft Contract**

**Attachment A** is the Department's draft contract. Any attempts to red-line or modify the terms of the Department's draft contract will be disregarded and ignored by the Department during the evaluation phase. Therefore, respondents should not make alterations or edits to the Department's draft contract.

The draft contract contains the following documents as attachments. These attachments **do not** need to be returned with the RFP proposal.

- Affidavit of Best Pricing
- Affidavit of Warranty of Security
- Affidavit of No Offshoring

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## **Section 4 Evaluation Methodology**

The Department intends to award a contract to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the State. The Department anticipates awarding a single contract but reserves the right to award multiple contracts at its sole discretion.

### **4.1 Selection Criteria**

The following selection criteria shall apply for this Solicitation:

- The ability of the respondent to meet the Department and Members' needs as required in this RFP and **Attachment A: Draft Contract** as described by the respondent in its Technical Proposal; and
- The respondent's plan ratings as provided in its Financial Proposal.

### **4.2 Evaluation Process**

The Department will appoint evaluators to evaluate and score the proposals. Each evaluator will be provided a copy of each respondent's proposal. The Department will score proposals consistent with subsection 4.3 below.

### **4.3 Evaluation Phase**

All proposals that meet the pass/fail requirements in section 5: Minimum Qualifications and Requirements and are determined to be otherwise responsive will be evaluated using the following process:

- The evaluation phase begins with the scoring of technical proposals based on the methodology described in subsection 4.3.1. Technical proposals will be allocated a maximum of 50 points. Financial proposals will be scored based on the methodology described in subsection 4.3.2 and will be allocated a maximum of 50 points.
- The maximum points any respondent can achieve is 100 points.

#### **4.3.1 Scoring of Technical Proposals**

The technical proposal counts as fifty percent (50%) of the overall score and is comprised of the following RFP sections: section 7: Technical Information (twenty-five percent (25%)) and section 8: Network Information (twenty-five percent (25%)).

## Scoring of Section 7 (Technical Information)

Evaluators will score each item up to the maximum points indicated in section 7: Technical Information using the two scales below:

### SCORING SCALES

#### **Up to five points**

**5 = Superior.** The response exhaustively addresses the question and demonstrates respondent has extraordinary experience in performing the required services related to the question. The response indicates respondent would provide exceptionally enhanced value to Members. The response demonstrates the ability of the respondent to exceed the Department's requirement, provide outstanding quality of service levels, provide competitive pricing, and/or implement innovative ideas.

**4 = Good.** The response extensively addresses the question and demonstrates exceptional experience in performing the required services related to the question. The response indicates respondent would provide enhanced value to Members.

**3 = Adequate.** The response adequately addresses the question and demonstrates respondent has sufficient experience in performing the required services related to the question.

**2 = Poor.** The response minimally addresses the question or demonstrates respondent has nominal experience in performing the required services related to the question.

**1 = Unsatisfactory.** The response inadequately addresses the question or demonstrates respondent has very limited experience in performing the required services related to the question.

**0 = Inadequate.** The response is blank, does not address the question, or demonstrates respondent has no experience in performing the required services related to the question.

#### **Up to one point**

**1 = Complete.**

**0 = Incomplete or missing.**

Each evaluator's points will be totaled for each respondent. The respondent earning the highest score will be awarded twenty-five (25) points. Each respondent's technical information score below the highest scoring respondent's score will receive proportional points. For example, if there are only two respondents, and respondent A has a technical information score of sixty (60)

points and respondent B has a technical information score of fifty-five (55) points, respondent A will receive 25 points and respondent B will receive 22.916 points (calculated as respondent B's points divided by respondent A's points multiplied by 25).

#### Scoring of Section 8 (Network Information)

Network access will be score based on responses to Section 8: Network Information. The total percentage of employees meeting the access criteria for all dentists (general and specialist) obtained from a simple average (i.e., not weighted) of access by Florida counties will be used for scoring purposes.

The respondent(s) with the highest percentage of employees meeting the access criteria, as calculated in accordance with Section 8, will receive the full 25 points. For each respondent whose network access score is below the highest scoring respondent's (or respondents') score will receive proportional points. For example, if there are only two respondents, and respondent A has a network access of ninety-nine percent (99%) of employees and respondent B has a network access score of ninety-five (95%), respondent A will receive 25 points and respondent B will receive 23.989 points (calculated as respondent B's points divided by respondent A's points multiplied by 25).

#### **4.3.2 Scoring of Financial Proposals**

The financial proposal will count as fifty percent (50%) of the overall score and will be evaluated based on responses to Attachment B-1 through B-3, with a maximum score of fifty (50) points.

The respondent will follow the general instructions (parts A, B and C) in **Attachment B**. In Attachment B-1 (regarding the Indemnity with PPO Plan design), B-2 (regarding the Standard PPO Plan design) and B-3 (regarding the Preventive PPO Plan design), the respondent will provide premium rates for each coverage tier for the applicable plan design for each year of the initial term of the contract. The respondent will also provide premium rates for each coverage tier for the applicable plan design for each of the three optional renewal years. The three (3) plan designs and applicable coverage tiers are set forth in **Attachment A: Draft Contract**, beginning on page 82. **Failure to submit a premium proposal for each coverage tier, for each plan design or for each plan year (initial term and optional renewal years) will disqualify the respondent from further consideration.** An actuarial memorandum(s) is required for the rating of each plan as described in the General Instructions of **Attachment B: Financial Proposal**. Actuarial memorandum(s) will not be scored; however, failure to include an actuarial memorandum rating each plan will disqualify the respondent from further consideration.

Each financial proposal will earn a single score using the total blended rate, as calculated in Attachment B-4, which is comprised of all proposed premiums (initial term and optional renewal

years). The total blended rate is calculated as follows: (1) each premium rate provided by the respondent for a particular plan design will be weighted by the enrollment indicated for each coverage tier; (2) the sum of the weighted premium rates for the particular plan design will be divided by the total enrollment and averaged over the five plan years, which then will automatically populate the “Blended Monthly Rate” field in Attachment B-1 (particular to the Indemnity with PPO Plan), B-2 (particular to the Standard PPO Plan) and B-3 (particular to the Preventive PPO Plan); and (3) the average blended monthly rate for all three plan designs will be averaged and will automatically populate the “Total Blended Rate” field in Attachment B-4 for the total blended rate.

This calculation is demonstrated as follows:

For any given plan year:

$$\begin{aligned}
 & \text{(Employee Only rate x enrollment for Employee Only)} \\
 + & \text{(Employee + Spouse rate x enrollment for Employee + Spouse)} \\
 + & \text{(Employee + Child(ren) rate x enrollment for Employee + Child(ren))} \\
 + & \text{(Employee + Spouse + Child(ren) rate x enrollment for Employee + Spouse+ Child(ren))}
 \end{aligned}$$

---

A

For any given plan:

$$\text{The blended monthly rate} = \frac{((\text{Year 1 (A)} + \text{Year 2 (A)} + \text{Year 3 (A)} + \text{Year 4 (A)} + \text{Year 5 (A)}) / \text{total enrollment})}{5 \text{ years}}$$

$$\text{The total blended rate} = \frac{((\text{blended monthly rate of Attachment B-1: Indemnity with PPO}) + (\text{blended monthly rate of Attachment B-2: Standard PPO}) + (\text{blended monthly rate of Attachment B-3: Preventive PPO}))}{3}$$

The lowest total blended rate will receive 50 points. Each respondent’s total blended rate that is higher than the lowest total blended rate will receive proportional points. For example, if there are only two respondents, and respondent A has a total blended rate of \$15 and respondent B has a total blended rate of \$17, respondent A will receive 50 points and Respondent B will receive 44.117 points (calculated as respondent A’s points divided by respondent B’s points multiplied by 50).



#### **4.3.3 Aggregating Technical Information, Network Access and Financial Proposal Scores**

The respondent will receive an aggregate score comprised of the Technical Information score (up to 25 points), the Network Access score (up to 25 points) and the Financial Proposal score (up to 50 points). The highest aggregate score possible is 100 points.

#### **4.4 Award Selection**

The award will be made to the respondent receiving the highest aggregate score.

#### **4.5 Posting Notice of Intent to Award**

If the Department decides to award a contract, it will post a notice of intent to award the contract on the Vendor Bid System website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). If the Department decides to reject all proposals, it will post its notice at the same Vendor Bid System website.

Respondent shall destroy the Health Information, including any copies, received from the Department within respondent's possession within the later of five (5) business days of the State's notice of intent to award in connection with this RFP or the conclusion of any legal proceedings or protest regarding the procurement. Respondent shall provide a certification and a final access list to the procurement officer as defined in the RFP that it has complied with this requirement.

#### **4.6 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 shall be as substantially set forth in the draft Contract, **Attachment A**. 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 within that timeframe, the Department may grant an extension or proceed to award the Contract to the respondent with the second highest aggregated score.

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## Section 5 Minimum Qualifications and Requirements

**Instructions:** Respondents must respond to each of the following minimum qualifications and requirements. If a respondent fails to submit a response to any item or selects the response “No,” the respondent will be disqualified from further consideration.

**Respondents must copy and paste without modification both the statements and boxes for each of the numbers in this section into their proposals and then select either “Yes” or “No.”**

1. Respondent confirms that it is licensed by the Office of Insurance Regulation to do business in the State of Florida, has had such licensure for the last three consecutive years and has never been disbarred, suspended or placed on a prohibited respondent list of any state, political subdivision of any state or the federal government. Submit proof of such licensure as Proposal Attachment 5.1.

Yes       No

2. Respondent confirms that it is currently authorized and registered by the Florida Department of State (DOS) to do business in Florida and has been so authorized and registered for the last three consecutive years. Respondent must submit a copy of its Certificates of Status from DOS for the last three consecutive years, including its current Certificate of Status. Submit DOS certificates of status as Proposal Attachment 5.2.

Yes       No

3. Respondent confirms that it accepts the terms and conditions of this RFP including all other attachments and addendums of this RFP.

Yes       No

4. Respondent confirms that it accepts the terms and conditions and is able to perform all the services of **Attachment A: Draft Contract**.

Yes       No

5. Respondent confirms that it accepts and is able to adhere to the plan designs described in **Attachment A: Draft Contract**.

Yes       No

6. Respondent confirms that it accepts and is able to perform all the services of the minimum service requirements described in **Attachment A: Draft Contract**.

Yes       No

7. Respondent confirms that it accepts and is able to perform all the services of the Performance Guarantees described in **Attachment A: Draft Contract**.

Yes      No

8. Respondent confirms that its proposal is not contingent upon being the only dental insurance plan offered to employees by the Department.

Yes      No

9. Respondent confirms that its proposal is not contingent upon, or includes, a minimum participation requirement.

Yes      No

10. Respondent confirms that its plan rates are not determined by, or in any way connected to, the rates of plans or contracts not included in this RFP.

Yes      No

11. Respondent confirms that it will be able to offer the plan benefits to Members beginning January 1, 2018.

Yes      No

12. Respondent confirms current experience providing dental insurance services to at least two employer groups with a minimum of 50,000 members in each.

Yes      No

13. Respondent confirms that it has a nationwide preferred provider organization network within the continental United States.

Yes      No

14. Respondent confirms that it owns the network(s) that will be used for this Contract.

Yes      No

15. Respondent confirms that its proposed network provides access to general dentists for at least 90 percent of eligible Enrollees' home ZIP codes (Florida) within the access standards defined in Section 8: Network Information based on the census data provided in **Attachment C**.

Yes      No

16. Respondent confirms that its proposed network provides access to specialists for at least 85 percent of eligible Enrollees' home ZIP codes (Florida) within the access standards defined in Section 8: Network Information based on the census data provided in **Attachment C**.

Yes       No

17. Respondent confirms that it is able to provide all Services and subcontracted Services within the United States.

Yes       No

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### Section 6 Respondent and Subcontractor Information

The respondent’s response to this section will not be scored. However, this section will be reviewed to determine if the respondent’s proposal conforms in all material respects to this solicitation and to determine the respondent’s responsibility.

**Instructions:** Provide a response to each requested item below.

#### A. Respondent General Information

Company Information	Response
Respondent’s legal name	
Address	
City	
State	
ZIP Code	
Web address	
Corporate tax status	
Federal Employer Identification Number (FEIN)	

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**B. Contact Information**

Identify the primary contact person responsible for the overall development of the respondent's proposal.

Primary Contact	Response
Name	
Title	
Address	
City	
State	
ZIP Code	
Telephone number	
Email address	

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**C. Account Manager**

Provide the following information regarding the Account Manager that will be assigned to the State's account. This individual provides oversight of account services for the State. In addition, submit a resume or curriculum vitae as Proposal Attachment 6C for the Account Manager below.

<b>Account Manager</b>	<b>Response</b>
Name	
Title	
Address	
City	
State	
ZIP Code	
Telephone number	
Email address	
Years of dental plan experience	
Years with the organization	
Years in the current position	
Proposed percent of time dedicated the Department	
Number of clients and size of accounts	

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**D. Implementation Manager**

Provide the following information regarding the implementation manager that will be assigned to the State’s account. In addition, submit a resume or curriculum vitae as Proposal Attachment 6D for the implementation manager below.

<b>Implementation Manager</b>	<b>Response</b>
Name	
Title	
Address	
City	
State	
ZIP Code	
Telephone number	
Email address	
Years of industry experience	
Years with the organization	
Years in the current position	
Proposed percent of time dedicated to the State of Florida Plan	
Number and size of other accounts	

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**E. Subcontractors**

Provide responses below for each Subcontractor that the respondent proposes to perform any of the required Services under the contract. Copy and insert additional tables as needed.

Information	Subcontractor #1
Subcontractor Name	
Corporate address, telephone number and website	
Office address, telephone number and website of the proposed Subcontractor that will be performing any of the required services under the contract	
Federal Employer Identification Number (Employer ID or Federal Tax ID, FEID)	
Occupational license number (if applicable)	
W-9 Verification	
Primary contact person name, address, email address and telephone number	
Brief summary of the history of the Subcontractor's company and information about the growth of the organization on a national level and within the State of Florida	

<p>Describe any significant government action or litigation taken or pending against the Subcontractor's company or any entities of the Subcontractor's company during the most recent five years</p>	
<p>List and describe the Services the Subcontractor will be responsible for in the performance of the contract</p>	
<p>List the locations where all Services will be provided (e.g., city, state, country)</p>	
<p>Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results.</p>	
<p>Describe the process that respondent will implement during the contract term to ensure that background checks (as described in the contract) will be completed on the Subcontractor.</p>	

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## F. References

Provide at least four (4) references as follows:

- **The two largest public sector clients for whom the respondent currently provides similar services to those sought in this RFP.**
- **The two largest former clients (public or private sector) for whom the respondent provided similar services to those sought in this RFP.**

References will not be accepted from:

- Current employees of DMS.
- Former employees of DMS within the past three (3) years.
- Persons currently or formerly employed by the respondent's organization.
- Board members of the respondent's organization.
- Relatives.
- Corporations based solely in a foreign country.
- A member of the respondent's organization, who has written, completed and submitted the form on behalf of the reference.
- Subcontractors of the respondent.
- Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities)

The same client may not be listed for more than one (1) reference and confidential clients shall not be included.

In the event the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at that time must be provided in the space provided for respondent's name.

The respondent shall include with its response a completed Form 3 Business/Corporate Reference for at least four separate and verifiable references. The Form 3 Business/Corporate Reference must include the dated, original signature of the business/corporate reference. Each dated, signed reference must be provided in an individual envelope that contains the reference's signature across the sealed flap. The Department will not accept any references that are not included with the respondent's proposal in the manner specified.

The Department reserves the right to contact references other than those identified by the respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the respondent is a "responsible vendor", as defined in section 287.012(25), Florida Statutes.

## Section 7 Technical Information

**Instructions:** Respondents must copy and paste without modification the entire statements below into their proposals and provide their responses with the question or on the page immediately following. This section will be scored pursuant to subsection 4.3.1: Scoring of Technical Proposals of this RFP.

At a minimum, respondent must provide a response to each part of the following technical proposal questions and requests for information. Respondent may include additional, relevant information for a question provided page limitations are followed.

Failure to submit a response to each question or request for information may disqualify the respondent from further consideration.

1. 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. (0-1 point)
2. Provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for providing account support services. (0-1 point)
3. Provide the name of the person with the day-to-day primary responsibility of managing the account for the State. What other duties, if any, will this person have? Include the number and size of other accounts for which this person will be responsible during the same time period, and what percentage of this person's time will be devoted to the State. (0-5 points)
4. Provide a copy of respondent's most recent financial ratings and complete the following table, as applicable (0-1 point):

	<b>A.M. Best</b>	<b>Standard &amp; Poor's</b>	<b>Dunn and Bradstreet</b>	<b>Fitch</b>	<b>Weiss</b>	<b>Moody</b>
<b>Current Financial Rating</b>						
<b>Date of Rating</b>						

5. Describe, to the best of respondent's knowledge, any acquisitions or mergers in which respondent is expected to be involved with in the next twelve (12) months. (0-1 point)
6. 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. (0-1 point)

7. 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. (0-1 point)
8. 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. (0-1 point)
9. 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. (0-1 point)
10. 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. (0-1 point)
11. Describe respondent's experience in providing customized plans for large employer groups of at least 50,000 Enrollees. (0-5 points)
12. Describe respondent's experience with claims processing. Include the following information: average clean claim processing turnaround time; average claim processing accuracy; top five reasons for a delay in claims processing; and top five causes of inaccurate claims processing. (0-5 points)
13. Describe respondent's process for providing pre-service estimates. Include the following information: average turnaround time; whether network providers are encouraged to submit pre-service estimates on behalf of the Member; the recommended cost threshold for submitting a pre-service estimate; and how respondent provides education to Members on submitting pre-service estimates. (0-5 points)
14. Describe respondent's actions taken when providers bill incorrectly, including balance billing and other Member overbilling. (0-5 points)

15. The challenges or difficulties respondent anticipates may impact the State's dental program and how Respondent would overcome or mitigate the effect of these difficulties, given respondent's experience with similar groups. (0-5 points)
16. Any key competitive advantages of respondent that set Respondent apart from other industry competitors. (0-5 points)
17. Describe respondent's provider network model or strategy in Florida. Include the following information: impact of the geographic location of the State's population; impact of geography on claim costs; and stability of the network (relying on gross data, not net provider data). (0-5 points)
18. Describe the process of identifying and filling coverage gaps (particularly gaps made by lack of specialists); the types of specialties Respondent pays particular attention to in relation to access and the reason such attention is paid; and any age limitations for pediatric dentists or other limitations for access to specialists. (0-5 points)
19. Describe respondent's provider credentialing and termination processes, including quality control measurements and protocols; respondent's process for measuring provider satisfaction, including steps taken to correct or improve provider dissatisfaction; and any actions respondent takes to attract high-quality providers. (0-5 points)
20. Describe steps taken to ensure provider information (i.e., contact information, participation in network, acceptance of new patients, etc.) is accurate and available to Members online; include the timeframe for updating and posting provider information online. (0-5 points)
21. Describe top five reasons for Member dissatisfaction with the network or network providers and steps taken to improve or correct such reasons; include statistics, such as average wait time for an appointment, book of business customer satisfaction survey results for the last three years, written grievances/appeals, etc. (0-5 points)
22. Describe the respondent's customer service call center. Include the following information: location of call center that will serve Members; hours of operation; number of representatives, or ratio of representative to Members that will be assigned to the State's account; and security protocols for the customer service call center and representatives. (0-5 points)
23. Describe training, experience and turnover of the customer service call center representatives; quality control and improvement processes in place; and commonly measured statistics such as average speed to answer or abandonment rate. (0-5 points)

24. Describe the customer service call center communication abilities other than telephone calls (i.e., online chat, email, etc.); and languages, other than English, the customer service call center can support and how that support is provided (i.e., language line or call center representatives). (0-5 points)
25. Provide a detailed draft implementation plan that clearly demonstrates respondent's ability to meet the Department's requirements to be one hundred percent (100%) operational on January 1, 2018. Include the following information: the specific implementation milestones/tasks included in the draft Contract; a time table for initiation and completion of tasks; the responsible parties for each task; and the critical dates that must be kept. (0-1 point)
26. Describe any major transition issues anticipated during implementation and how the respondent will address. Describe the duties and percentage of time the implementation plan manager will dedicate to implement this Contract for the State as compared to duties and time for other clients. Describe the flexibility of respondent's technology team to program, test and launch plan; eligibility; and file requirements. (0-5 points)

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## Section 8 Network Information

**Instructions:** Provide the information required below. Failure to provide the information requested will result in rejection of the respondent's proposal. The respondent's response to this section will be scored as described in subsection 4.3.1 Scoring of Technical Proposals.

1. Provide a report based on unique access points. Each provider in your network should be included at each address in which they are **ACTIVELY** practicing and accepting new patients. If a provider has not practiced at a location or address in more than 12 months, this provider and/or location should not be included within your report criteria.
2. Remove duplicate provider addresses from listings. For example: 123 Main Street, 123 Main St., 123 S Main, and 123 Main.
3. Whenever possible, use latitude/longitude in lieu of address. If latitude and longitude are not available, use street level address with five digit ZIP code.
4. Use actual driving distance, not straight line distance.
5. Report separate results for urban, suburban and rural areas, based on the Enrollee's five-digit home ZIP code provided on the census file provided by the Department (**Attachment C**). Reports should be summarized at the county level for each area represented in the census data provided.

The access criteria for general dentists is:

- a. Urban: two dentists in five miles
- b. Suburban: two dentists in 10 miles
- c. Rural: two dentists in 15 miles

The access criteria for specialty providers is:

- a. Urban: one dentist in five miles
- b. Suburban: one dentist in 10 miles
- c. Rural: one dentists in 15 miles

6. Specialists should be separated by type:
  - a. Orthodontists
  - b. Endodontists
  - c. Periodontists
  - d. Pediatric dentists
  - e. Oral surgeons



7. Complete the table below with the respondent’s network access data based on a simple average (i.e., not weighted) of all Florida counties, following the criteria specified in numbers 1 through 6 of this section.

<i>Enter County</i>	<b>Urban</b>	<b>Suburban</b>	<b>Rural</b>	<b>Total</b>
Eligible Employees				
<b>Network for GeoAccess</b>	<i>Name of Network</i>	<i>Name of Network</i>	<i>Name of Network</i>	<i>Name of Network</i>
<b>All Dentists (General &amp; Specialty)</b>				
<b>Total All Dentists (General &amp; Specialty)</b>				
% employees meeting access criteria				
# employees meeting access criteria				
<b>General Dentists</b>				
<b>Total General Dentists</b>				
% employees meeting access criteria				
# employees meeting access criteria				
<b>All Specialists</b>				
<b>Total All Specialists</b>				
% employees meeting access criteria				
# employees meeting access criteria				
<b>Orthodontists</b>				
<b>Total Orthodontists</b>				
% employees meeting access criteria				
# employees meeting access criteria				
<b>Endodontics</b>				
<b>Total Endodontics</b>				
% employees meeting access criteria				
# employees meeting access criteria				
<b>Periodontists</b>				
<b>Total Periodontists</b>				
% employees meeting access criteria				
# employees meeting access criteria				
<b>Pediatric Dentists</b>				
<b>Total Pediatric Dentists</b>				
% employees meeting access criteria				
# employees meeting access criteria				
<b>Oral Surgeons</b>				
<b>Total Oral Surgeons</b>				
% employees meeting access criteria				
# employees meeting access criteria				

## **Section 9 Financial Proposal**

**Instructions:** Provide the information required in **Attachment B, Financial Proposal**. Failure to provide the information requested will result in rejection of the respondent's proposal. The respondent's response to this section will be scored.

**Respondents are required to submit fully completed Attachment Forms B-1 through B-4 in native file format on a CD-ROM or "flash drive." An actuarial memorandum(s) is required for the rating of each plan as described in the General Instructions of Attachment B, Financial Proposal. Please follow the general instructions in Attachment B, as well as instructions on each tab of Attachment B.**

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## **Section 10 Purchasing Forms**

Form 1, Form 2, and Form 3 included in this section must be completed and attached in their entirety following the instructions for each form with the signature of the respondent's authorized agent, as applicable. These forms must be included in Tab 10. **Failure to complete, sign, and/or return these documents with proposals by the submission deadline may result in rejection of the proposal.**

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### Form 1: Respondent Certification

As the person authorized to sign on behalf of \_\_\_\_\_ [respondent name], I certify the following.

1. The above-named respondent understands that all information provided by and representations made by the respondent are material and will be relied on by the Department in awarding the contract. The Department reserves the right to investigate all representations and any other information the Department deems pertinent. Any misstatement will be treated as fraudulent concealment from the Department of true facts relating to the submission of the proposal. A misrepresentation will be punishable by law, including but not limited to chapter 817, Florida Statutes. Accordingly, all information and representations contained in this proposal are true and accurate to the best of my knowledge, and no modifications have been made to this RFP section 10 forms submitted with the respondent's proposal.
2. The above-named respondent has not been placed within the last thirty-six (36) months on the Department's Convicted Vendor List or on a similar list maintained by any other governmental entity.
3. The above-named respondent is not currently under suspension of debarment by the State of Florida or any other governmental entity.
4. The above-named respondent and its affiliates, subsidiaries, directors, officers, and employees are not currently under any known 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.
5. The above-named respondent has not been defaulted by the State of Florida under any contract.
6. The above-named respondent has fully informed the Department in writing of all convictions of the respondent; its affiliates (as defined in subsection 287.133(1)(a), 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.
7. Neither 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:
  - a. Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicated 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 falsification or destruction of records, making false statements or receiving stolen property; or
  - b. Has within a three-year (3) period preceding this certification had one or more federal, state or local government contracts terminated for cause or default.

8. The proposal 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 noncompetitive proposal.
9. Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving or submitting the proposal 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 proposal.
10. 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 the amounts, actual or approximate, have been disclosed to any respondent or potential respondent and they will not be disclosed before the RFP opening.
11. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal for the contract, or to submit a price(s) higher than the prices in this proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

\_\_\_\_\_, 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 the proposal, on any public contract, except as follows:

Signature of Authorized Representative:

\_\_\_\_\_

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

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

Date: \_\_\_\_\_, 2016

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Telephone: \_\_\_\_\_

### Form 2: Notice of Conflict of Interest

**Company or Entity Name** \_\_\_\_\_

For the purpose of participating in the solicitation process and complying with the provisions of chapter 112 of the Florida Statutes, the undersigned corporate officer states as follows:

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 employees who own an interest of ten percent or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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 \_\_\_\_\_ 2016.

Notary Public: \_\_\_\_\_

My Commission \_\_\_\_\_

Expires: \_\_\_\_\_

**FORM 3 – BUSINESS/CORPORATE REFERENCE**

The respondent shall obtain at least four separate and verifiable business references for this solicitation.

This form must be completed by the person giving the reference for the Respondent. For purposes of completing this form, the Respondent is the business entity that currently provides or has previously provided services to your organization and is submitting a response to a solicitation. Please return this completed form to the Respondent in an individual envelope that contains the reference’s signature across the sealed flap.

This business reference is for (Respondent’s Name):

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In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

---

---

Name of the person providing the reference:

---

Title of person providing the reference:

---

Organization name of person providing the reference:

---

Telephone number of the person providing the reference:

---

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).

---

How many years have you done business with the Respondent? \_\_\_\_\_

Please provide dates: \_\_\_\_\_

If a customer, please describe the primary service the Respondent provides your organization.

---

Did the Respondent act as a primary provider or as a subcontractor? \_\_\_\_\_

Do you have a business, profession, or interest in the Respondent’s organization? If yes, what is that interest?

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Have you experienced any contract performance problems with the Respondent's organization?

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Would you conduct business with the Respondent's organization again? \_\_\_\_\_

Are there any additional comments you would like to make regarding the Respondent's organization?

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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 \_\_\_\_\_ 2016.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**Form 4 – Responsive Requirements**  
(To be completed by the Department)

SOLICITATION SECTION REFERENCE	RESPONSIVE REQUIREMENTS	VENDOR PAGE # OF PROPOSAL
1.5	Did the respondent submit by the date and time in section 1.5 the following: <b>Attachment D: Confidentiality and Non-Disclosure Agreement</b>	
1.5	Did the respondent submit their proposal by the date and time in section 1.5	
3.3	Did the respondent’s reply contain the following tabs, with the reply conforming to section 3.3: TAB 1: Transmittal Letter TAB 2: Title Page and Table of Contents TAB 3: Exempt Information TAB 4: Executive Summary TAB 5: Minimum Qualifications and Requirements TAB 6: Respondent and Subcontractor Information TAB 7: Technical Information TAB 8: Network Information TAB 9: Financial Proposal TAB 10: Purchasing Forms	
5	Did the respondent confirm “yes” to all minimum qualifications from section 5 of the RFP	
5	Did the respondent submit a current copy of a Certificate of Good Standing by the Florida Department of State (DOS).	
5	Has the respondent been licensed to do business in the State of Florida for the past three consecutive years	
5	Did the respondent submit proof of registration / certification from the Florida Office of Insurance Regulation	

## **Section 11 Attachments**

The following are the attachments to this RFP:

- Attachment A: Draft Contract – provided as a separate document
- Attachment B: Financial Proposal – provided as a separate spreadsheet
- Attachment C: Census File – see subsection 1.6 of the RFP regarding how to obtain this file
- Attachment D: Confidentiality and Non-Disclosure Agreement – included in this section

## **Attachment D: Confidentiality and Non-Disclosure Agreement**

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between \_\_\_\_\_ hereinafter referred to as "Respondent," and the State of Florida Department of Management Services, hereinafter referred to as "the State."

Respondent warrants and represents that it intends to submit a proposal in response to the State solicitation entitled RFP No. DMS-16/17-016 Group Dental Insurance ("RFP"). In order to adequately respond to the RFP, the State must provide Respondent with access to certain confidential information ("Confidential Health Information") that is considered Protected Health Information as defined in 45 C.F.R. § 160.103, Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. The State will provide Confidential Health Information to Respondent in a limited data set in accordance with 45 CFR § 164.514. All such information provided by the State during this procurement process shall be considered Confidential Health Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Health Information."

As a condition for its receipt and access to the Confidential Health Information, Respondent agrees as follows:

1. Respondent shall not use the Confidential Health Information for any purposes other than to respond to this RFP.
2. Respondent will not use or disclose the Confidential Health Information except as provided in this Agreement.
3. Respondent must use appropriate safeguards to prevent the unauthorized use or disclosure of the Confidential Health Information.
4. Respondent will not disclose, publish, release, transfer, or disseminate any Confidential Health Information except to respond to the RFP.
5. Respondent shall be liable for any violations by any of its employees who are provided or given access to Confidential Health Information and for any access by unauthorized persons.
6. Respondent shall abide by the following procedures in handling the State's Confidential Health Information:
  - a. Respondent will password protect the Confidential Health Information upon receipt thereof.
  - b. Respondent shall only allow its authorized employees to access the Confidential Health Information.
  - c. Respondent will inform all employees who access to the Confidential Health Information that:

- i. The employee is not to share the password or the State's Confidential Health Information with any unauthorized person;
    - ii. At the end of the solicitation process, the employee will delete the State's Confidential Health Information from any laptop, desktop or any other electronic shared system under their control and will destroy any paper copies of the Confidential Health Information; and
    - iii. The employee must confirm to Respondent that he or she have so deleted or destroyed the Confidential Health Information.
  - d. Files and passwords will be provided separately to each employee.
  - e. Respondent will maintain the list of persons granted access ("Access List") to the State's Confidential Health Information. Employees expected to have access to the State's Confidential Health Information are to be listed in the chart on page 4 of this attachment. Respondent will update the list at the time it submits its proposal. Respondent has a continuing obligation to update the Access List.
7. Respondent must not render the Confidential Health Information such that the subject person can be identified, and Respondent must not contact the person who is the subject of the Confidential Health Information.
8. Respondent must report to the State any unauthorized access, use, or disclosure of Confidential Health Information within three (3) Calendar Days of discovery thereof.
9. If Respondent submits a proposal in response to this RFP, Respondent shall destroy the Confidential Health Information, including any copies, remaining in its possession within the later of five (5) business days of the State's notice of an intended award in connection with this solicitation or the conclusion of any legal proceeding or protest regarding the procurement. At that time, Respondent shall provide a certification and a final Access List to the procurement officer that it has complied with this requirement.

If the Respondent does not submit a proposal in response to this RFP, Respondent shall destroy the Confidential Health Information, including any copies, by the time proposals are due. At that time, Respondent shall provide a certification and Access List to the procurement officer that it has complied with this requirement on or before the due date for proposals.
10. Respondent's employees who access the Confidential Health Information must agree to the restrictions set forth herein.
11. In the event the State suffers any losses, damages, liabilities, expenses or costs (including by way of example only, attorney's fees and disbursements) that are attributable, in whole or in part to any failure by the Respondent or any employee of the Respondent to comply with the requirements of this Agreement, Respondent shall hold harmless and indemnify the State and the State of Florida from and against any such losses, damages, liabilities, expenses and/or costs.

12. Respondent acknowledges that the disclosure of the Confidential Health Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Health Information. The State's rights and remedies hereunder are cumulative, and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Health Information and/or to seek damages for the Respondent's failure to comply with the requirements of this Agreement.
13. This Agreement shall be governed by the laws of the State of Florida. The Respondent consents to personal jurisdiction in Florida state court, and exclusive venue shall be Leon County, Florida.
14. The individual signing below warrants and represents that they are fully authorized to bind the Respondent to the terms and conditions specified in this Agreement.

Respondent: \_\_\_\_\_

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

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

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

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

Department of Management Services: \_\_\_\_\_

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

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

Title:

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

**RESPONDENT’S EMPLOYEES WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL HEALTH INFORMATION**

<b>Printed Name, Address of Individual</b>	<b>Signature of Individual</b>	<b>Date</b>