

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

INVITATION TO NEGOTIATE

HEALTHCARE TRANSPARENCY SERVICES ENTITY

ITN NO.: DMS-17/18-024

Replies DUE: February 28, 2018

Refer ALL Inquiries to:

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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

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, 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.

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FORMS:

- Form 1 – Vendor Certification
- Form 2 – Notice of Conflict of Interest
- Form 3 – Non-collusion Affidavit
- Form 4 – Statement of No Involvement
- Form 5 – Business / Corporate Reference
- Form 6 – Addendum Acknowledgement
- Form 7 – Mandatory Responsiveness Requirements

ATTACHMENTS:

- Attachment A – Draft Proposed Contract
- Attachment B – Financial Reply
- Attachment C – Statement of Work

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Section 1 Introduction

1.1 Purpose

The Florida Department of Management Services (“Department”) invites interested vendors to submit replies to this Invitation to Negotiate (“ITN”). The purpose of this ITN is to explore the various questions identified in this ITN and to determine, through the negotiation process, the preferred set of solutions to achieve the goals of the ITN.

Terms used but not otherwise defined in this ITN shall have the same meaning as defined in Section 1.1 of Attachment A -- Draft Proposed Contract.

1.2 Overview of the Program

Pursuant to section 110.123, Florida Statutes, 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, 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 either Health Maintenance Organizations (“HMO”) or HMO-style plans.

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 four (4) separate HMOs and TPAs. 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 HMOs.

The “Plan Year” runs from January 1st through December 31st 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. Open enrollment changes are effective January 1st of the following year. The State’s outsourced human resource administrator, People First, handles all enrollment activity and its system is the system of record for eligibility determinations.

As of November 2017, the State Group Health Insurance Program covers 175,191 Enrollees and 368,273 Members.

During the 2017 Florida Legislative Session, the Florida Legislature passed Senate Bill 7022 (2017-88, Laws of Florida), which directed the Department to implement additional benefit offerings to Members. In particular, online healthcare transparency services that are the subject of this ITN are codified in section 110.12303(3), Florida Statutes, as follows:

- (3) The department shall contract with an entity that provides enrollees with online information on the cost and quality of health care services and providers, allows an enrollee to shop for health care services and providers, and rewards the enrollee by sharing savings generated by the enrollee’s choice of services or providers. The contract shall require the entity to:
 - (a) Establish an Internet-based, consumer-friendly platform that educates and informs enrollees about the price and quality of health care services and providers, including the average amount paid in each county for health care services and providers. The

average amounts paid for such services and providers may be expressed for service bundles, which include all products and services associated with a particular treatment or episode of care, or for separate and distinct products and services.

- (b) Allow enrollees to shop for health care services and providers using the price and quality information provided on the Internet-based platform.
- (c) Permit a certified bargaining agent of state employees to provide educational materials and counseling to enrollees regarding the Internet-based platform.
- (d) Identify the savings realized to the enrollee and state if the enrollee chooses high-quality, lower-cost health care services or providers, and facilitate a shared savings payment to the enrollee. The amount of shared savings shall be determined by a methodology approved by the department and shall maximize value-based purchasing by enrollees. The amount payable to the enrollee may be:
 - 1. Credited to the enrollee's flexible spending account;
 - 2. Credited to the enrollee's health savings account;
 - 3. Credited to the enrollee's health reimbursement account; or
 - 4. Paid as additional health plan reimbursements not exceeding the amount of the enrollee's out-of-pocket medical expenses.

To assist with the ITN process, the Department has engaged Foster & Foster as a technical and actuarial subject matter expert. Foster & Foster shall not receive override commissions or any other valuable consideration, in any form, from any issuer, insurance agent, insurance broker, or any involved party when such fee proceeds from or may be attributable to the award of the Contract(s) with the Department. Fees earned by Foster & Foster relating to this procurement will be limited exclusively to those fees paid under the purchase order for these services between Foster & Foster and the Department.

1.3 Questions Being Explored

Vendors are not to respond directly to these questions. The questions are provided as background information regarding the Department's general objectives, considerations, and questions that may be considered during the ITN process. The Department may use the information obtained throughout this ITN process to assist it in developing opinions and positions regarding the following questions:

- a. How does the Department determine the number and type of healthcare services for which Members may shop ("shoppable" services) on the transparency website?
- b. What type of shoppable services will generate the greatest return on investment to the State and its Members?
- c. What type of search capabilities generate the greatest level of utilization and transparency?
- d. How does the Department ensure that the services shopped are medically necessary?
- e. What type of methodology should the Department consider to determine quality ratings for providers and facilities and how is the accuracy of the methodology validated?
- f. What type of methodology should the Department consider for shared savings for Enrollees (e.g. flat, tiered, percentage, certain procedures/facilities, etc.) and how is the accuracy of the methodology validated?

- g. To what extent can the vendor's website and transparency tool be customized for the State of Florida?
- h. How does vendor promote the use of lower cost healthcare services while still promoting quality care?
- i. How successful has vendor been in shared savings arrangements with other clients, and how were shared savings effectuated?
- j. How does shared savings work with a fully insured platform? How can the Department ensure that transparency services are provided to Members in a fully insured platform?
- k. Should the Department use a third party to validate shared savings and methodology and savings calculations?
- l. What activities, communications, and education initiatives does the vendor provide to increase Member awareness and to drive Member utilization of vendor's website and services?
- m. What anticipated barriers should the Department consider as part of implementation?
- n. What unique value proposition can the vendor offer today or during the Contract period that will bring value to the State of Florida and Members?
- o. What mobile capabilities should the website have? Is there a mobile application for smart phones and tablets? Are there any restrictions for brands or products (Mac versus PC, Android, Apple, etc.)?
- p. What is the vendor's ability to customize its services to meet the needs of the State of Florida and Members?
- q. What strategies should the Department consider to ensure Member satisfaction with the process and experience?
- r. What type of functionality should be on the website in order to ensure legislative goals are accomplished?
- s. How often should the cost and quality data be updated or refreshed?
- t. Should the vendor trend the cost information on the website?
- u. Does the vendor use any strategies or methodologies to mask confidential provider information (e.g., minimum number of claims or providers required before displaying cost information)?

The remaining questions and issues being explored are provided in Sections 5 – 11 of this ITN.

1.4 Specific Goals of the ITN

- a. To establish a consumer-friendly online platform that has robust search capabilities and presents information in a clear, concise, and engaging manner.
- b. To offer a list of shoppable healthcare services based on price and quality information from reliable, industry-accepted sources.
- c. To clearly present shared savings for shoppable healthcare services to utilizers on the website and by telephone.
- d. To facilitate the sharing of savings within a reasonable timeframe with Enrollees who shop and utilize the online transparency service.

- e. To use proven marketing and communications strategies to engage Members to utilize transparency services.
- f. To report on a regular and as-needed basis and recommend improvements on utilization, engagement, and outcomes.
- g. To ensure the best value for the State based on the goals in this Section 1.4 and the Selection Criteria in subsection 4.3.1.

1.5 Contact Person

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

Procurement Officer for this solicitation is:
Maureen Livings, Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, FL 32399-0950
Phone: (850) 410-2404
Email: dms.purchasing@dms.myflorida.com

1.6 Anticipated Contract Term

The Department anticipates that the Contract will be entered into on or after July 1, 2018, with a service commencement date of January 1, 2019. The anticipated length of the initial term of the Contract is three (3) years; however, negotiations may lead to a shorter or longer period in the resulting Contract. The Contract may be renewed for a period not to exceed three (3) years or the term of the original Contract, whichever is longer. Such renewal shall be made at the Department's sole discretion and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds.

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1.7 Schedule of Events and Deadlines

Activity	Event Time (ET)	Anticipated Date
ITN posted on the VBS.		1/29/2018
Deadline to submit questions to the Procurement Officer.	3:00 p.m.	2/2/2018
Department's anticipated posting of answers to Vendors' questions on the VBS.		2/14/2018
Deadline to submit reply and all required documents to the Procurement Officer.	3:00 p.m.	2/28/2018
Public Opening. 4050 Esplanade Way, Conference Room 209 Tallahassee, FL	3:30 p.m.	2/28/2018
Phase one – evaluation		3/5/2018 – 3/23/2018
Public Meeting for Evaluators to confirm scores. Conference Room 109 4050 Esplanade Way, Tallahassee, Florida 32399-0950 Conference Call Number: 1-888-670-3525 Participant Passcode: 7665653066#	10:00 a.m.	3/28/2018
Phase two – negotiations		4/2/2018 – 4/27/2018
Public Meeting for Negotiation Team to recommend award. 4050 Esplanade Way, Conference Room 109 Tallahassee, FL 32399 Conference Call Information: 1-888-670-3525 Participant Code: 7665653066#	10:00 a.m.	5/1/2018
Department posts Notice of Intent to Award on the Vendor Bid System		5/8/2018
Anticipated Contract implementation date		7/1/2018 – 12/31/2018

The table above contains the Schedule of Events for this solicitation. The dates and times within the Schedule of Events may be subject to change. It is the Vendor's responsibility to check for any changes. All updates or revisions to any of the dates/times noted will be accomplished by an addendum to the solicitation or other notice posted on the Vendor Bid System. All times listed are local time in Tallahassee, Florida (Eastern Time, both E.S.T. and E.D.T. when applicable).

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Section 2 General Instructions to Vendors

2.1 General Overview

The ITN process is divided into two (2) phases. The evaluation phase involves the Department's evaluation of technical replies. During the evaluation phase, all responsive replies will be evaluated to establish a competitive range of replies reasonably susceptible of award. The Department will then select one (1) or more vendors within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations with the vendors. During the negotiation phase, the Department may request revised replies and/or best and final offers (BAFOs) based on the negotiations. After negotiations, the Department intends to post a notice of intent to award a Contract(s), identifying the responsive and responsible vendor(s) that provides the best value. Responsive vendors who are not selected for negotiations will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Final Contract terms will be established with the selected vendor(s) during the negotiation phase.

2.2 Contacting Department Personnel

During the time between the release of this ITN and the end of the seventy-two (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 reply.

2.3 Order of Precedence

In the event of a conflict in terms, the following order of precedence shall apply:

1. Addenda to the ITN, if any;
2. This ITN;
3. All attachments and forms to this ITN.

2.4 Vendor Questions

Vendors will submit **all** questions during the question and answer period in writing to the Procurement Officer by email. The deadline for submission of questions is reflected in subsection 1.7 of this ITN.

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:

Vendor:				
Question #	Vendor Name	ITN Section	ITN Page #	Question

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

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

2.5 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 vendor(s), if any, must have completed this process prior to Contract execution. This form is *not* required to be submitted with the reply to the ITN.

2.6 MFMP Registration

The awarded vendor(s) shall pay the required MFMP transaction fee(s) as specified by statute, unless an exemption has been requested and approved prior to the award of the Contract pursuant to Rule 60A-1.032, Florida Administrative Code.

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

2.7 Special Accommodation

Any person requiring a special accommodation because of a disability should call Departmental Purchasing at (850) 488-1308 at least five (5) business days prior to the scheduled event. Persons with hearing or speech impairments should call Departmental Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

2.8 Receipt of Replies

2.8.1 Reply Deadline

Replies must be received by the Department no later than the date and time provided in subsection 1.7 of this ITN and addressed to the Procurement Officer at:

Maureen Livings, Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, FL 32399-0950
Phone: (850) 410-2404
Email: dms.purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of vendors and the risk of non-receipt or delayed receipt shall be borne exclusively by the vendors.

2.8.2 Changes to Replies after Submission Prohibited

No changes, modifications, or additions to the replies will be allowed after the replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications or additional information at any time.

2.9 Cost of Preparation

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

2.10 Electronic Posting of Department Decisions

On the dates indicated on the Schedule of Events and Deadlines in subsection 1.7, 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.

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

2.11 Public Records and Vendor's Confidential Information

2.11.1 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's public records law, chapter 119, Florida Statutes. Subsection 2.11.4 below addresses the submission of trade secret and other information exempted from public inspection.

2.11.2 Replies are Public Records

All materials submitted in reply to this ITN will be a public record subject to the provisions of chapter 119, Florida Statutes. Selection or rejection of a reply does not affect the public record status of the materials.

2.11.3 Replies 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 vendor's reply to this solicitation will be waived upon submission of the reply 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 vendor's reply outside of the separately bound document described below.

2.11.4 How to Claim Trade Secret or Other Exemptions

If a vendor 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 vendor must submit all such information as a separately bound, unredacted document clearly labeled "Attachment to Invitation to Negotiate, 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.

Vendor must also simultaneously provide the Department with a separate, electronic redacted copy of its reply. The file name of the electronic redacted copy shall contain the name of vendor, the ITN number, and redacted copy (e.g., Vendor Name DMS ITN _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 reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, 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.

2.11.5 Public Records Request

If a vendor fails to mark any materials submitted to the Department as exempt and failed to submit a redacted copy as provided in this section, the vendor **waives** the exemption, and the Department may produce all of vendor's documents, data or records to any person requesting a copy under chapter 119, Florida Statutes. The vendor exclusively bears the burden of complying with subsection 2.12.4 to ensure its exempt information is appropriately marked.

2.11.6 Department Not Obligated to Defend Vendor's Claims

The Department is not obligated to agree with a vendor's claim of exemption and, by submitting a reply, the vendor 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 reply, the vendor 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 vendor's assertion that the redacted portions of its reply are trade secrets or otherwise exempt from public disclosure under chapter 119, Florida Statutes.

2.12 General Instructions to Vendors (PUR 1001 Form) and General Contract Conditions (PUR 1000 Form)

The Florida Administrative Code requires that the Department include the standard PUR 1001 Form "General Instructions to Vendors" 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.

Sections 3, 5, 9, and 14 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers

Offers shall be submitted in accordance with Section 3.2, Submittal of Replies, of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with the Section 2.4, Vendor Questions, of this solicitation.

Section 9. Respondent's Representation and Authorization.

In submitting a reply, 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 reply, 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 reply.
- 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 (1) 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 reply, 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 reply.
- 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.

Section 14. Firm Offer

The Department may make an award within two hundred and forty (240) calendar days after submission of initial replies. By submitting a reply, vendors acknowledge and agree that their

replies, revised replies, and best and final offers (BAFOs) shall remain firm for (and shall not be withdrawn) at least two hundred and forty (240) calendar days after the initial replies have been submitted. If an award is not made within the two hundred and forty (240) day period, the final offer shall remain firm until either the Department awards the Contract or the Department receives from the vendor written notice that the reply is withdrawn.

2.13 Section 20.055(5), Florida Statutes

Vendor and any subcontractor understand and will comply with subsection 20.055(5), Florida Statutes, which places a legal duty on the vendor and any subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

2.14 Subcontracting

The successful vendor(s) is fully responsible for all work performed under the resultant Contract of this solicitation. If vendor intends to use any subcontractors to perform the work, such subcontractors shall be identified as required by ITN section 7. If a vendor should need to replace a subcontractor prior to the Department's issuance of the notice of intent to award, the vendor shall provide to the Procurement Officer a request to substitute the subcontractor, explaining why the vendor seeks to substitute the subcontractor. The substitution will be subject to Department approval.

The successful vendor(s) acknowledges that it will not be released of its contractual obligation to the Department because of any subcontract. The Department may treat vendor's use of a subcontractor not disclosed during the ITN process or approved by the Department as a breach of contract.

Any processes, services, and deliverables that are subcontracted or provided by a subsidiary or third party, including but not limited to, customer service, printing services, and so forth, shall be managed through vendor and be seamless and transparent to both the members and the Department.

2.15 Protests

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

2.15.1 Time Limits for Filing Protests

A formal written protest of any decision, intended decision, or other action subject to protest shall be filed within seventy-two (72) hours of receipt of notice of the decision, intended decision, or other action in accordance with subsection 110.123(3)(d)4(a), Florida Statutes.

2.15.2 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 \$1,000,000.

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 and all attorneys' fees incurred by the Department in such proceedings. In lieu of a bond, the Department may 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.

2.15.3 Filing a Protest

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 (72) 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 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.

2.16 Department's Reserved Rights

2.16.1 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 ITN that does not affect the price of the reply or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interests of the Department. At its option, the Department may allow a vendor to correct minor irregularities but is under no obligation to do so. In doing so, the Department may request a vendor to provide clarifying information or additional materials to correct the irregularity. However, the Department will not request and a vendor may not provide the Department with additional materials that affect the price of the reply, or give the vendor an advantage or benefit not enjoyed by other vendors.

2.16.2 Right to Inspect, Investigate, and Rely on Information

The Department reserves the right to inspect vendor's facilities and operations, to investigate any vendor representations and to rely on information about a vendor in the Department's records or known to its personnel in making its best value determination.

2.16.3 Rejection of All Replies

The Department reserves the right to reject all replies 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 vendor.

2.16.4 Withdrawal of ITN

The Department reserves the right to withdraw the ITN 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 vendor.

2.16.5 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 and re-open negotiations with any vendor at any time prior to execution of a contract.

2.16.6 No Contract until Execution

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

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Section 3 Responding to the ITN

3.1 Overview

Replies should provide a straightforward, concise description of the vendor's ability to provide the solution sought by the solicitation. Excessive information distracts readers from focusing on essentials. Replies 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, vendors should reprint each question in its entirety in the reply.

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

The reply text should be at least 11 pt. Calibri, Arial or Times New Roman in legible font.

3.2 Submittal of Replies

Vendors are responsible for submitting their Replies by the date and time specified in the Timeline of Events section of this solicitation. Vendors are to submit the Reply in a properly marked, sealed box(es) containing the following:

- a) One (1) original *unredacted* and 10 (ten) separate *unredacted*, bound paper copies;
- b) One (1) original Attachment B – Financial Reply in a separate sealed envelope;
- c) Ten (10) *unredacted* electronic copies on ten (10) separate CD-ROMs or USB “thumb drives”; and
- d) One (1) electronic *redacted* copy of entire Reply on CD-ROM or USB “thumb drive” (if applicable, as described in subsection 2.11.4 (“How to Claim Trade Secret or Other Exemptions”) of this ITN).

For all electronic file names, vendors are to include the vendor name along with the attachment name. Vendors are also to affix a label or write the vendor name on CD-ROMS/USB “thumb drives.”

3.3 Mandatory Responsiveness Requirements

The Department will not evaluate replies from vendors if they do not meet the minimum requirements listed below. Respondent is to provide a signed Form 7, Mandatory Responsiveness Requirements, and provide the required documentation requested in this subsection.

NOTE: The certifications required in subsections 3.3.1 through 3.3.7 are to be accomplished through the execution of Form 7.

- 3.3.1 The Respondent must certify that the person submitting the reply and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
- 3.3.2 The Respondent must certify that the Respondent will accept the contract terms and conditions as set forth in Attachment A – Draft Proposed Contract and Attachment C – Statement of Work, without qualification or exception.
- 3.3.3 The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by subsection 2.12.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

- 3.3.4 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>
- 3.3.5 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.
- 3.3.6 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 (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org
- 3.3.7 The Respondent certifies that beginning January 1, 2019, it will be able to provide all required services related to the operation and functionality of the transparency website and the sharing of savings with Enrollees.
- 3.3.8 The Respondent must submit a letter, signed on or after January 29, 2018, 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 one million dollars (\$1,000,000).
- 3.3.9 The Respondent must provide a completed Attachment B – Financial Reply.
- 3.3.10 The Respondent must provide a reply acknowledging the ability and agreement to provide the Minimum Service Requirements as required in Section 5 of this ITN.
- 3.3.11 The Respondent must reply to each question and request for information in Section 8 of this ITN.
- 3.3.12 The Respondent must provide a reply to each requested item in Section 9 of this ITN.
- 3.3.13 The Respondent must provide a completed Form(s) 5, which demonstrates both of the following:
- The Respondent has at least five (5) non-overlapping years' experience providing online information on the cost and quality of health care services and providers and allowing Members to shop for health care services and providers for private and public employers.
 - The Respondent has had at least one (1) government client with more than 100,000 Members.

3.4 Format of Reply

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 reply as follows: **TAB 1: Transmittal Letter**

The purpose of this letter is to transmit the reply and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the vendor to the services and requirements as stated in this ITN. The transmittal letter must also

include the name and contact information for the vendor's primary contact person for this solicitation. The transmittal letter will not exceed one (1) page.

TAB 2: Title Page and Table of Contents

The title page should bear the name and address of vendor and the name and number of this ITN. This should be followed by a table of contents for the entire reply.

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 should identify each section of the reply that has been marked as exempt and excluded from the redacted copy provided with the reply as described in subsection 2.12 ("Public Records and Vendor's Confidential Information") of this ITN.

TAB 4: Executive Summary

Vendors should condense and highlight the contents of the reply to the ITN in a separate section titled "Executive Summary" including a general description of how the vendor intends to offer the services sought by this ITN.

TAB 5: Minimum Service Requirements (ITN Section 5)

Vendors must provide a reply acknowledging the ability and agreement to provide the minimum service requirements as required in Section 5 of this ITN. Failure to submit a reply or selection of the reply "No" will disqualify the vendor from further consideration. Vendor may propose an alternate approach for any minimum service requirement and provide an explanation in this section. The Department, in its sole discretion, may consider any proposed alternate approach. During the negotiations phase, the Department may, at its sole discretion; modify, reduce, or eliminate minimum service requirements when it determines it is in its best interest to do so.

TAB 6: Corporate Information (ITN Section 6)

Vendors should provide replies to the questions and requests for information in Section 6 ("Corporate Information") of this ITN. Failure to provide a reply to any item in Section 6 may disqualify the vendor from further consideration.

TAB 7: Vendor and Subcontractor Information (ITN Section 7)

Vendors should provide a reply to each requested item in Section 7 ("Vendor and Subcontractor Information") of this ITN. Additional tables may be added by the vendor as needed for the reply to any item in Section 7.

TAB 8: Technical Information (ITN Section 8)

Vendors must reply to each question and request for information in Section 8 of this ITN. Vendors must restate each item and provide a reply to the item in at least 11 pt Calibri, Arial or Times New Roman, blue font. Vendors must reply to all parts of each question or request for information. Failure to submit a reply to a question or request for information will disqualify the vendor from further consideration. See subsection 4.2.1 ("Scoring of Technical Information") of this ITN for scoring. Tab 8 must be limited to fifty (50) singled sided or twenty-five (25) double-sided pages in font indicated above.

TAB 9: Service and Program Information (ITN Section 9)

Vendors must provide a reply to each requested item in Section 9 of this ITN. Failure to provide a reply to any item in Section 9 will disqualify the vendor from further consideration.

TAB 10: Recommended Solutions, Alternatives, and Negotiation Phase Information (ITN Section 10)

Vendors should provide a reply to each requested item in Section 10 of this ITN.

TAB 11: Financial Reply (ITN Section 11)

Vendors must provide a financial reply by completing and submitting the Microsoft Excel document labeled Attachment B: Financial Reply in a separate sealed envelope.

Vendors must complete the financial reply according to the instructions in Attachment B. Vendors must submit the final electronic version (on CD-ROM or USB “thumb drive”) of the financial reply in original file format (Excel .xls) with the Excel workbook intact. Vendors 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 reply using an intact workbook with complete pricing information for any item in Attachment B will disqualify the vendor from further consideration.

TAB 12: Purchasing Forms (ITN Section 12)

Vendors should complete forms 1, 2, 3, 4 and 6, and must complete forms 5 and 7.

- a. Form 1 – Vendor Certification
- b. Form 2 – Notice of Conflict of Interest
- c. Form 3 – Non-collusion Affidavit
- d. Form 4 – Statement of No Involvement
- e. Form 5 – Business / Corporate Reference
- f. Form 6 - Addendum Acknowledgement
- g. Form 7 - Mandatory Responsiveness Requirements

3.5 Draft Proposed Contract

Attachment A is the Department’s Draft Proposed Contract. Any attempts to red-line or modify the terms of the Department’s Draft Proposed Contract will be disregarded and ignored by the Department during the evaluation phase. Therefore, vendors should not make alterations or edits to the Department’s Draft Proposed Contract. (The Department may negotiate and consider red-line edits or modification during the negotiation phase.)

The Draft Proposed Contract contains the following documents as attachments. These attachments **do not** need to be returned with the ITN reply.

- a. Affidavit of Best Pricing
- b. Affidavit of Warranty of Security
- c. Affidavit of No Offshoring
- d. Statement of Work
- e. Privacy, Security, and Confidentiality, Business Associate Agreement

Section 4 Evaluation and Negotiation

4.1 Evaluation and Negotiation Process

4.1.1 Phase One – Evaluation – General Overview

The Department will appoint an evaluation team for the evaluation and scoring of the replies for the evaluation phase (phase one). Each evaluator will be provided a copy of each vendor's reply.

The Department will score replies consistent with subsection 4.2 below.

4.1.2 Phase Two – Negotiations – General Overview

The Department will establish a negotiation team to conduct the negotiations, assess the final value proposition of each vendor, and make an award recommendation to the Department. The negotiation team will not be bound by phase one scoring and may consider any additional information that comes to its attention during the negotiations phase. The negotiation team will not engage in any scoring.

Vendors may provide additional information during the negotiation phase that would present the best value to the State, based on the Selection Criteria in subsection 4.3.1. The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that such changes would provide the best value to the State, based on the Selection Criteria in subsection 4.3.1. The negotiation team may address proposed alternative terms or deliverables during negotiations but it is under no obligation to accept proposed alternative terms or deliverables. If the negotiation team determines that a proposed alternative is not acceptable and the vendor fails to offer another alternative that is acceptable to the negotiation team, the vendor may be removed from further consideration.

4.2 Evaluation Phase

The Department's evaluation of replies will include determining which vendors are considered to fall within a competitive range of vendors reasonably susceptible of award and eligible for inclusion in the negotiation phase (phase two). See subsection 4.3.1 for additional details on the negotiation phase of the ITN process. All replies that meet the Mandatory Responsiveness Requirements and are determined to be otherwise responsive will be evaluated as described in this section.

4.2.1 Scoring of Technical Information

Each evaluator will independently evaluate and score each Respondent's response to Section 8, Technical Information. Respondents will be evaluated based on how well they respond to the questions and requests for information set forth in Section 8 using the criteria (a score of 0 through 5) listed below:

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

4 = Good. The response extensively addresses the question and demonstrates exceptional experience and ability in performing the required services related to the question. The response indicates vendor would provide enhanced value to the State and/or to Members.

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

2 = Poor. The response minimally addresses the question or demonstrates vendor has limited experience and ability in performing the required services related to the question.

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

0 = Inadequate. The response does not address the question or demonstrates vendor has no experience in performing or ability to perform the required services related to the question.

A Respondent's response to each of the thirteen (13) questions and requests for information may earn a maximum of five (5) points. The vendor's maximum total score is sixty-five (65) points.

4.3 Negotiation Phase

4.3.1 Selection Criteria

The following award selection criteria shall apply for this ITN:

Criteria
Vendor's articulation of its approach, the ability of the approach to meet the Department's needs, and the requirements of this ITN.
Vendor's ability to provide a consumer-friendly and engaging online platform with robust search capabilities for Members to shop for healthcare services and providers.
Vendor's proven strategies for marketing and communications, with examples of communication and a plan for engagement.
Vendor's current approach and anticipated delivery of new capabilities or enhancements at no additional cost to the State of Florida.
Vendor's reporting capabilities and support services.
Vendor's references, track record, and the overall professional experience providing the proposed services.
Vendor's overall pricing over the Contract and renewal terms.
Goals of the ITN as described in Section 1.4 of this ITN.
The Evaluation Criteria

4.3.2 Determination of Vendors Advancing to Negotiations

The Department intends to select vendors using the phase one scoring specified above with whom to conduct negotiations.

The Department's evaluation of replies will include using the scoring scale to help determine which vendors are considered to fall within a competitive range of vendors reasonably susceptible of award and eligible for inclusion in the negotiation phase.

No presumption of preference or merit in the negotiation process or for contract award shall arise from the scores awarded during the evaluation phase and such scores shall not carry over to the negotiation phase.

The Department will establish a negotiation team to conduct negotiations and make award recommendations. The negotiation team will use the Selection Criteria to determine best value. The negotiation team is not bound by the phase one scoring and may consider all information that comes to its attention during the negotiations.

The Department may negotiate sequentially or concurrently (or a combination of both) and may at any time during the negotiation phase eliminate a vendor from further consideration. Additionally, the Department reserves the right to conclude negotiations at any time and proceed to contract award.

4.3.3 Goal of Negotiations

The negotiation process is intended to enable the Department to determine which vendor(s) presents the best value to the State, based on the Selection Criteria in subsection 4.3.1, and to finalize the terms and conditions of a contract.

4.3.4 Vendor Attendance at Negotiations

The Department reserves the right to require attendance at negotiation sessions by particular representatives of the vendor and to limit the number of representatives permitted to attend the negotiation sessions in person.

Failure to provide any information requested by the Department during the Negotiation Phase may result in termination of negotiations with the vendor.

4.3.5 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to replies (including best and final offers) until it is satisfied that it has achieved the best value for the State.

4.3.6 Other Department Rights during Negotiations

The Department reserves the right at any time during the negotiation process to:

- a. Schedule additional negotiating sessions with any or all vendors.
- b. Require any or all vendors to provide additional, revised, or final written replies addressing specified topics.
- c. Require any or all vendors to provide written best and final offer(s).
- d. Require any or all vendors to address services, prices, or conditions offered by any other vendor.
- e. Pursue a contract with one (1) or more vendors for the services encompassed by this ITN, any addenda thereto, and any request for additional, revised, or final written replies or request for best and final offers.
- f. Arrive at an agreement with any vendor(s), finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors.
- g. Decline to conduct further negotiations with any vendor.

- h. Re-open negotiations with any vendor.
- i. Take any additional administrative steps deemed necessary in determining the contract award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- j. Review and rely on relevant information contained in the replies or other information gathered by the Department regardless of source, including the narratives prepared by the website evaluators.
- k. To eliminate one or more pricing scenarios (Per Enrollee Per Month, Utilization Based Fees, Contingency Based Fees) from consideration and discontinue negotiations with a vendor or vendors based on those determinations.
- l. To combine or create variations to the pricing scenarios identified in the financial reply or develop new pricing scenarios.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the vendor(s) affected, and whether to provide concurrent public notice of such decision.

4.4 Negotiation Meetings Not Open to Public

Negotiations between the Department and vendors are temporarily exempted from chapter 286, Florida Statutes.

Negotiation team strategy meetings are exempted by subsection 286.0113(2)(a), Florida Statutes.

The Department will record all meetings of the negotiation team, as required by law, and such recordings will eventually become public record pursuant to chapter 286, Florida Statutes. During negotiations, vendors must inform the Department if any portion of the meetings should be considered exempt because of discussions of trade secrets so that the Department can make appropriate arrangements for the segregation of the recording.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

The Department will select for award the responsive and responsible vendor(s) that provides the best value to the State, based on the Selection Criteria in subsection 4.3.1.

The Department reserves the right to make a single or multiple awards or to make no awards at all.

4.5.2 Department's Negotiation Team Recommendation

The Department's negotiation team will develop a recommendation as to the award that will provide the best value to the State, based on the Selection Criteria in subsection 4.3.1. In so doing, the negotiation team will not engage in scoring, but will arrive at its recommendation by majority vote.

The scores from the evaluation phase will not carry over into the negotiation phase, and the negotiation team will not be bound by those scores. The negotiation team will forward its recommendation to the Secretary of the Department or her designee for review.

4.5.3 Secretary of the Department's Approval

The Secretary of the Department or her designee will make the final decision to approve or reject the recommendation of the negotiation team.

4.6 Posting Notice of Intent to Award

If the Department decides to award a contract(s), it will post a notice of intent to award contract, stating its intent to enter into one (1) or more contracts with vendor(s) identified therein, on the Vendor Bid System website: http://vbs.dms.state.fl.us/vbs/main_menu. If the Department decides to reject all replies, it will post its notice at the same Vendor Bid System website.

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Section 5 Minimum Service Requirements

Instructions: Vendors must agree, and certify their ability, to provide the Minimum Service Requirements as set forth in Attachment C - Statement of Work. Failure to submit a response or selection of the response “No” will disqualify a vendor from further consideration.

Vendor may propose an alternate approach for any Minimum Service Requirement and provide an explanation thereof in this section. The Department, in its sole discretion, may consider any proposed alternate approach. During negotiation, the Department may, at its sole discretion, modify, reduce, or eliminate Minimum Service Requirements when it determines it is in its best interest to do so. If the Department elects not to modify, reduce, or eliminate any Minimum Service Requirements, vendors will be bound by their certification to the Minimum Service Requirements, below.

Vendors must copy and paste without modification both the statement and the box below into their replies.

5.1 Certification of Minimum Service Requirements

Vendor certifies that it can and will provide, at a minimum, all Minimum Service Requirements as described in Attachment C - Statement of Work, to this ITN.

Yes No

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Section 6 Corporate Information

Instructions: Please provide a response to the following questions. The vendor's response to this section will not be scored. However, this section will be reviewed to determine if the vendor's reply conforms in all material respects to this solicitation and to determine the vendor's responsibility.

Copy and paste without modification both the statement and box below into your replies unless otherwise indicated.

1. Provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for implementing and providing support services for the State of Florida account. Vendors should label the reply to this question as Reply Attachment 6-1.

2. Provide the name of the person with primary responsibility for planning, supervising, and implementing the program for the State.
 - a. What other duties, if any, will this person have during implementation? Please include the number and size of other accounts for which this person will be responsible for during the same time period.

 - b. What percentage of this person's time will be devoted to the State during the implementation process?

3. Provide the name of the person with primary responsibility for planning, supervising, and performing account services for the State.
 - a. What other duties, if any, does this person have? Please include the number and size of other accounts for which this person is responsible.

 - b. What percentage of this person's time will be devoted to the State?

 - c. Describe the role and support by the account manager for the annual open enrollment process (i.e. meetings, communications, etc.)

4. Provide a profile of vendor's healthcare transparency services business for each of the latest three (3) calendar years (2015, 2016, and 2017).

	Calendar Year 2015	Calendar Year 2016	Calendar Year 2017
Total number of clients for employer groups			
Total number of Enrollees covered			
Number of public sector clients			
Average size of public sector clients			
Average percentage of utilization			
Average employer savings			
Employer's return on investment			

5. Describe, to the best of vendor's knowledge, any acquisitions or mergers in which vendor is expected to be involved within the next twelve (12) months.

6. For the performance of services similar to those required in this ITN, has vendor 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.

7. Has vendor ever been issued a letter of non-compliance on a contract involving services similar to those required in this ITN?

If so, advise when, where and the ultimate outcome of such actions.

8. Has vendor ever received notice of termination or have had a contract terminated by the other party for which it performed services similar to those required in this ITN?

If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.

9. Describe any discipline, fines, litigation and/or government action taken, threatened or pending against vendor or any entities of vendor during the last five (5) years regarding the performance of services similar to those required in this ITN. This information must include whether the vendor has had any registrations, licenses, and/or certifications suspended or revoked in any jurisdiction within the last five (5) years, along with an explanation of circumstances.

10. Identify and describe all data security incidents related to unauthorized access of client or member data or unauthorized physical access to the data center experienced within the last five (5) years. Explain how the organization handled such incidents.

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Section 7 Vendor and Subcontractor Information

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

Instructions: Provide a response to each requested item below

A. Vendor General Information

Company Information	Response
Vendor'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 vendor's reply.

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

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C. Executive Sponsor

Provide the following information regarding the Executive Sponsor that will be assigned to the State's account. This individual is the highest ranking officer with direct involvement in the State's account. In addition, submit a resume or curriculum vitae **as Reply Attachment 7C** for the Executive Sponsor below.

Executive Sponsor	Response
Name	
Title	
Address	
City	
State	
ZIP Code	
Telephone number	
Email address	
Years of Healthcare Transparency Services industry experience	
Years with the organization	
Years in the current position	
Proposed percent of time dedicated to the Department	
Number of Healthcare Transparency Services clients, and size of accounts	

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D. 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 Reply Attachment 7D** for the Account Manager below.

Account Manager	Response
Name	
Title	
Address	
City	
State	
ZIP Code	
Telephone number	
Email address	
Years of Healthcare Transparency Services industry experience	
Years with the organization	
Years in the current position	
Proposed percent of time dedicated the Department	
Number of Healthcare Transparency Services clients, and size of accounts	

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E. Account Management Team Members

Provide the following information regarding the account management team that will be assigned to the State’s account (add additional tables as needed for this response). In addition, submit a resume or curriculum vitae **as Reply Attachment 8E** for each account management team member below.

Account Management Team Member	Response
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 State of Florida Plan	
Number and size of other accounts	

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F. 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 Reply Attachment 7F** for the implementation manager below.

Implementation Manager	Response
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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G. Customer Service Manager

Provide the following information regarding the customer service manager that will be assigned to the State’s account. In addition, submit a resume or curriculum vitae **as Reply Attachment 7G** for the customer service manager below.

Customer Service Manager	Response
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 State of Florida Plan	
Number and size of other accounts	

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H. Subcontractors

Provide responses below for each Subcontractor that the vendor 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	
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 (5) years	
List and describe the Services the Subcontractor will be responsible for in the performance of the Contract	
Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results.	
What procedures does vendor have in place to ensure Subcontractor compliance with HIPAA requirements?	
Describe the process that vendor will implement during the Contract term to ensure that background checks (as described in the Contract) will be completed on the Subcontractor.	

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Section 8 Technical Information

Instructions: Provide a reply to each of the following questions and requests for information by restating the item and providing the vendor's reply below the item in at least 11 pt. Calibri, Arial, or Times New Roman blue font. Failure to submit a reply to a question or request for information shall disqualify the vendor from further consideration.

This section will be scored pursuant to subsection 4.2.1 ("Scoring of Technical Information") of this ITN.

1. Describe the characteristics of the vendor's business model, customer service, and any other operational functions that set the vendor apart from other vendors. Topics include, but are not limited to:
 - a. The approaches the vendor offers that could mean best value for the State;
 - b. The sources and frequency that the vendor uses to determine quality ratings of healthcare providers and facilities; and
 - c. How the vendor maximizes the use of its healthcare transparency services by plan participants.
2. Describe the vendor's experience in providing healthcare transparency services. Topics include, but are not limited to:
 - a. Type and complexity/customization of the healthcare transparency services;
 - b. Level of utilization and engagement by plan participants over a period of three years or more;
 - c. The percentage, over a period of three years or more, of health plan participants who used the vendor's transparency service to receive a shoppable healthcare service;
 - d. Ability to facilitate shared savings between employer group and Members;
 - e. Level of customer service online and by phone; and
 - f. Number and size of previous and current accounts.
3. Describe the healthcare transparency services and website offered by the vendor. Topics include, but are not limited to:
 - a. The healthcare services participants can access via vendor's website, mobile-optimized website, smartphone application, or other electronic devices.
 - b. Whether a limited or large number of healthcare services should be shoppable, and whether any shoppable healthcare services are bundled.
 - c. A description of the reference-based price (e.g., average cost) that the vendor recommends utilizing and why.
 - d. Any geographic region that the vendor utilizes in its referenced-based price (e.g., county, ZIP code).
 - e. Whether the transparency tool is able to support multiple vendors and multiple plan designs.

- f. How Members would utilize the vendor's transparency website, including how a Member can search for healthcare services (e.g., specific type of healthcare service, geographic region, provider, quality rating, etc.) and select a healthcare service.
 - g. How the website actively steers participants to low-cost, high-quality providers.
 - h. Whether the website includes a provider directory, including contact information.
 - i. How the vendor ensures the security of Members' online activity, including securely logging into the website and the security of Members' personal information.
 - j. Any other features of vendor's transparency website, including search capabilities, display of out-of-pocket accumulators or savings accounts, wellness initiatives, and targeted advertisements/communications.
4. Describe how the vendor determines the quality ratings of healthcare providers and facilities, including whether vendor utilizes an independent entity to determine quality ratings.
5. Describe how cost sharing with Enrollees would be accomplished, including the review or confirmation of adjudicated claims, the determination of the cost sharing amount, and notification processes. Topics include, but are not limited to:
 - a. Necessary data feeds with the Department and/or its health plans;
 - b. Training, minimum qualifications, experience, and turnover of reviewers;
 - c. Number of processors assigned to this account;
 - d. Protocols and/or tools to ensure adjudicated claims are reviewed accurately and timely for purposes of processing shared savings;
 - e. Vendor's procedures for handling and resolving inquiries from Members; and
 - f. Vendor's procedures for handling and resolving inquiries from the Department.
6. Describe with examples the average utilization rate of the vendor's clients (i.e., the percentage of Members or Enrollees who utilize the vendor's healthcare transparency services) and the return on investment experienced by the vendor's clients. Describe how the vendor will achieve a high utilization rate with a return on investment for the State.
7. Describe the vendor's process and procedures, including frequency, for conducting audits of its transparency results in order to evaluate the accuracy of its methodologies. If the vendor does not conduct audits, provide an explanation of why the vendor does not conduct audits of its transparency results in order to evaluate the accuracy of its methodologies and whether the vendor believes these types of audits would potentially benefit the State of Florida.
8. Describe how the vendor's services meet the statutory requirements of section 110.12303(3), Florida Statutes.
9. Describe the vendor's current and proposed data submission policies and procedures. Topics include, but are not limited to:
 - a. Description of the current and/or proposed methods for exchanging data files with the Department and its contracted the vendors;
 - b. Description of current protocols for secure data submission;
 - c. Monitoring for compliance with established data standards; and

- d. Identification of, and recommendation of solutions to overcome, any barriers to contract implementation.
10. Describe the vendor's customer service center. Topics include, but are not limited to:
- a. Location of call center, hours of operation, and number of representatives;
 - b. Training, minimum qualifications, experience, and turnover of representatives;
 - c. Languages customer service unit can support (other than English) and how that support is provided (i.e., language line or vendor call center representatives);
 - d. Year-to-date call targets and actual statistics (e.g., abandonment rate, speed to answer);
 - e. Call recording system, documentation of calls, and timeframe and manner to furnish call recordings or notes to the department;
 - f. Online chatting, email capabilities, and other electronic access capabilities;
 - g. Customer satisfaction survey methodology and recent survey with results from a group similar in size and composition to the State; and
 - h. Explain whether customer service representatives will be dedicated and exclusive. If not, explain the ratio of representatives to Members.
11. Describe the vendor's ability to maintain the vendor's website with minimal unplanned down time. Describe any experiences with unplanned down time in the last year, including how long the website was down for each incident. Please describe the vendor's plan of action in the event its website experiences unplanned down time.
12. Provide detailed information regarding the vendor's ability to protect State of Florida Data including HIPAA-protected information. The vendor should also provide any instances in which there have been a data breach or security incident and how the vendor responded to the circumstances. Also describe the protocols in place that ensure personal health information remains secure. Topics include, but are not limited to:
- a. Monitoring of all electronic systems and personnel;
 - b. Established processes and fail safes to mitigate breaches;
 - c. Resolution, notification, and reparation protocols when a breach is discovered;
 - d. Protocols that ensure no offshoring of or offshore access to any protected data; and
 - e. Security protocols for call center employees, correspondence tracking system and process, and electronic systems that access or store protected data.
13. Provide a detailed Implementation Plan that clearly demonstrates the vendor's ability to meet the Department's requirements to have a fully functioning healthcare transparency program in place and operable on January 1, 2019.
- a. Include a list of specific implementation tasks/transition protocols and a time table for initiation and completion of such tasks, beginning with the Contract award and continuing through the Service Commencement Date (January 1, 2019). The Implementation Plan should be specific about requirements for information transfer as well as any services or assistance required from the State during implementation.

- b. Indicate the critical dates that must be met to keep the Implementation Plan on schedule. Include the processes that shall be reviewed, including system testing, information required from the Department or its contracted vendors, and historical claims data and format.
- c. Describe any anticipated major issues during implementation.

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Section 9 Service and Program Information

Instructions: Provide a reply to the following questions and requests for information. Failure to provide reply to any request below will disqualify the vendor from further consideration. The vendor's reply to this section will not be scored.

SUPPORT SERVICES

1. Provide a sample of an Enrollee communications package, including how to access and search for healthcare services, shared savings, and customer service.
2. Provide a complete description (including a flowchart) of vendor's proposed shared savings process.

WEBSITE / DATA PROCESSING / INTERFACE

1. Describe vendor's website data upload and update process.
2. Describe any website or system changes planned for the contract term.
3. How often are the website and all related systems backed up and disaster recovery procedures tested?
4. When were the website and related systems last tested and what were the results?
5. Describe vendor's online reporting tool ad hoc reporting capabilities.
6. Explain the vendor's process for routine maintenance of the website and all related systems to be used for this Contract.

AUDITS

1. Describe vendor's policy and procedures for auditing the costs of healthcare transparency services and provider quality information.
2. Describe vendor's internal audit staff duties and how frequently internal are audits performed.

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Section 10 Recommended Solutions, Alternatives, and Negotiation Phase Information

Instructions: Please provide a reply to the following questions and requests for information. The vendor's reply to this section will not be scored. However, this section will be reviewed to determine if the vendor's reply conforms in all material respects to this solicitation and to determine the vendor's responsibility. These ideas and items submitted by vendors in reply to this section may be used during negotiations.

1. Provide any proposed service alternatives or recommendations to improve Member utilization of the healthcare transparency services.
2. Propose innovative approaches the Department should consider to foster awareness of health care costs, the quality of providers, and to engage Members to choose low-cost, high-quality providers.
3. Discuss Member utilization and return on investment based on actual experience in vendor's book of business.
4. Discuss impacts on clients' medical claims trend based on vendor's book of business.
5. Describe any known changes or improvements anticipated in the next year on your online platform, member services, or other operational activities.
6. Describe any current differentiating service, or anticipated new service in the next year, that uses new or innovative technology to assist Members.
7. Describe any and all fees vendor will accept for its services, such as per enrollee per month (PEPM), per member per month (PMPM), contingency fee (i.e., a portion of the savings realized by the State), incentives for exceeding utilization targets, or any other cost reimbursement arrangement.

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Section 11 Financial Reply

Instructions: Provide the information required in Attachment B, tabs B-1 through B-4. Vendor must submit at least one (1) financial reply on either tabs B-2, B-3, or B-4, but vendor may submit a financial reply on two (2) or more tabs. Failure to provide at least one financial reply will disqualify the vendor from further consideration. The negotiators will review and consider all options in the financial reply submitted by each vendor invited to the negotiation phase, as described in subsection 4.3.

Vendors are required to submit fully completed Attachment B in native file format on a CD-ROM or USB “thumb drive.” Vendors may use “xls” format or a newer Excel format such as “xlsx” format when completing and submitting Attachment B, tabs B-1 through B-4. Vendors do not need to provide printed copies with reply binders. Please follow the instructions in Attachment B.

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Section 12 Purchasing Forms

The following forms (Form 1 through Form 7) included in this section must be completed and attached in their entirety with the signature of the vendor's authorized agent and included in Tab 13. **Failure to complete, sign, and/or return these documents with replies by the submission deadline may result in rejection of the reply.**

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Form 1: Vendor Certification

As the person authorized to sign on behalf of _____ [vendor name], I certify the following.

1. The above-named vendor understands that all information provided by and representations made by the vendor 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 reply. A misrepresentation will be punishable by law, including but not limited to chapter 817, Florida Statutes. Accordingly, all information and representations contained in this reply are true and accurate to the best of my knowledge, and no modifications have been made to this ITN Section 13 forms submitted with the vendor's reply.
2. The above-named vendor 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 vendor is not currently under suspension of debarment by the State of Florida or any other governmental entity.
4. The above-named vendor 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 vendor has not been defaulted by the State of Florida under any contract.
6. The above-named vendor has fully informed the Department in writing of all convictions of the vendor; 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 vendor 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 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 noncompetitive reply.
9. Vendor has made a diligent inquiry of its employees and agents responsible for preparing, approving or submitting the reply 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 reply.
10. The prices and amounts have been arrived at independently and without consultation, communication or agreement with any other vendor or potential vendor; neither the prices nor the amounts, actual or approximate, have been disclosed to any vendor or potential vendor and they will not be disclosed before the ITN opening.
11. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a reply for the contract, or to submit a price(s) higher than the prices in this reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary reply.

_____, 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 reply, on any public contract, except as follows:

Signature of Authorized Representative:

Name: _____

Title: _____

Date: _____, 2018

Mailing Address:

Email Address: _____

Telephone: _____

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 Reply, and the preparation of the Reply. I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Reply, or potential Reply.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) of this Reply, have been disclosed to any other firm or person who is a Provider, potential Provider Reply, or potential Reply, and they will not be disclosed before Reply opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply for this Contract, or to submit a price(s) higher than the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The reply 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 Reply.
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 Reply, on any public contract, except as follows:

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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 Reply 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 Replies for this Contract.

Dated this _____ day of _____ 2018.

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 _____ 2018.

Notary Public: _____

My Commission Expires: _____

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FORM 4 - STATEMENT OF NO INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

287.057 Procurement of Commodities and Contractual Services

(17)(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

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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 five (5) years of non-overlapping experience in providing online information on the cost and quality of health care services and providers and allowing Members to shop for health care services and providers for private and public employers. 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 ITN or the procurement process.

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Information	
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period	
Number of Members	
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.

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FORM 7 – MANDATORY RESPONSIVENESS REQUIREMENTS

SOLICITATION SECTION REFERENCE	RESPONSIVENESS REQUIREMENTS	VENDOR PAGE # OF REPLY
3.3.1	The person submitting the Reply and pricing is authorized to respond to this solicitation on the Respondent's behalf. (Certifying by signature below)	N/A
3.3.2	The Respondent will accept the Contract terms and conditions as set forth in Attachment A – Draft Proposed Contract and Attachment C – Statement of Work without qualification or exception. (Certifying by signature below)	N/A
3.3.3	The Respondent is in compliance with Section 9 of the PUR 1001 form as modified by subsection 2.12. (Certifying by signature below)	N/A
3.3.4	The Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form. (Certifying by signature below)	N/A
3.3.5	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. (Certifying by signature below)	N/A
3.3.6	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 (7) business days of notice of award, should the Respondent be awarded. (Certifying by signature below)	N/A
3.3.7	Beginning January 1, 2019, the Respondent will be able to provide all required services related to the operation and functionality of the transparency website and the sharing of savings with Enrollees. (Certifying by signature below)	N/A
3.3.8	The Respondent has submitted a letter, signed on or after January 29, 2018, 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 one million dollars (\$1,000,000).	
3.3.9	The Respondent has provided a completed Attachment B – Financial Reply.	
3.3.10	The Respondent has provided a reply acknowledging the ability and agreement to provide the Minimum Service Requirements as required in Section 5 of this ITN.	
3.3.11	The Respondent has replied to each question and request for information in Section 8 of this ITN.	

3.3.12	The Respondent has provided a reply to each requested item in Section 9 of this ITN.	
3.3.13	<p>The Respondent has provided a completed Form(s) 5, which demonstrates both of the following:</p> <ul style="list-style-type: none"> • at least five (5) non-overlapping years' experience providing online information on the cost and quality of health care services and providers and allowing Members to shop for health care services and providers for private and public employers. • Vendor has had at least one (1) government client with more than 100,000 Members. 	

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

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Section 13 Attachments

Following are the attachments to this ITN:

- Attachment A – Draft Proposed Contract – provided as a separate document
- Attachment B – Financial Reply – provided as a separate spreadsheet
- Attachment C – Statement of Work – provided as a separate document

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