

---

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**FULLY-INSURED MEDICARE ADVANTAGE AND PRESCRIPTION DRUG PLAN(S)**

**RFP NO.: DMS-18/19-054**

**THE STATE OF FLORIDA**

**DEPARTMENT OF MANAGEMENT SERVICES**

**Refer ALL Inquiries to:**

Shannon Bagenholm, Procurement Officer  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.3Z  
Tallahassee, FL 32399-0950  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:

Department of Management Services  
Office of the General Counsel  
4050 Esplanade Way, Suite 160  
Tallahassee, FL 32399-0950

**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.

## TABLE OF CONTENTS

1	INTRODUCTION .....	6
1.1	Purpose.....	6
1.2	Definitions .....	6
1.3	Overview of the State Group Insurance Program.....	8
1.4	Contact Person .....	11
1.5	Anticipated Contract Term.....	11
1.6	Timeline of Events.....	11
1.7	Addendum to the Solicitation.....	13
1.8	Notice of Intent to Submit a Proposal and Non-Disclosure Agreement .....	13
2	GENERAL INSTRUCTIONS TO RESPONDENT.....	14
2.1	General Overview .....	14
2.2	Contact with the Department.....	14
2.3	Violation of Contact Limitations .....	14
2.4	Order of Precedence .....	14
2.5	Respondent Questions.....	14
2.6	Florida Substitute Form W-9 Process .....	15
2.7	Special Accommodation.....	15
2.8	Receipt of Proposals .....	15
2.9	Cost of Preparation .....	16
2.10	Electronic Posting of Department Decisions .....	16
2.11	Firm Proposal.....	16
2.12	Use of Proposal Content .....	16
2.13	Public Records and Respondent’s Confidential Information.....	16
2.14	General Instructions to Respondents PUR 1001 Form and General Contract Conditions PUR 1000.....	18
2.15	Subcontracting .....	18
2.16	Cooperation with the Inspector General.....	19
2.17	Protests .....	19
2.18	Department’s Reserved Rights .....	20
3	RESPONDING TO THE RFP.....	21
3.1	Overview .....	21

3.2	Receipt of Proposals .....	21
3.3	Mandatory Responsive Requirements .....	22
3.4	Format of Proposal.....	23
3.5	Draft Contract.....	24
4	EVALUATION METHODOLOGY .....	25
4.1	Evaluation Process -- General Overview.....	25
4.2	Evaluation Criteria.....	25
4.3	Evaluation of the Technical Information Responses .....	25
4.4	Basis of Award .....	27
4.5	Posting Notice of Intent to Award .....	28
5	MINIMUM QUALIFICATIONS .....	29
6	MINIMUM SERVICE REQUIREMENTS.....	30
6.1	Enrollment, Eligibility, and Reporting.....	30
6.2	Final Implementation Plan.....	30
6.3	Account Manager .....	31
6.4	Account Management Team .....	31
6.5	Meetings/Conference Calls .....	31
6.6	Benefit Fairs .....	32
6.7	Advertisements and Marketing Materials.....	32
6.8	Plan Materials.....	32
6.9	Provider Directory (e-version).....	33
6.10	Membership Materials .....	33
6.11	Summary Plan Description (SPD) (distribution).....	33
6.12	ID Cards .....	34
6.13	Formulary Changes.....	34
6.14	Mail .....	34
6.15	Department Inquiries, Account Service, and Dispute Support .....	34
6.16	Public Records Requests and Subpoenas.....	34
6.17	Customer Service Operations .....	34
6.18	Member Satisfaction Surveys.....	35
6.19	Protected Health Information .....	35
6.20	The Department Determines Eligibility .....	35

6.21	Notify the Department.....	35
6.22	Enrollment File Transfers from the Department.....	35
6.23	Paid Claims File to the Department and/or Department’s Designee .....	36
6.24	Other Data Transfers as Required .....	36
6.25	Records Retention.....	36
6.26	Appeal Services .....	36
6.27	Care Management and Utilization Management .....	36
6.28	Revenue Estimating Conference Report.....	37
6.29	Redacted Copies.....	37
6.30	Direct Deposit EFT .....	37
6.31	Fiduciary Responsibility.....	37
6.32	Legal Defense .....	37
6.33	Disaster Recovery Plan.....	37
6.34	Contract Termination.....	38
6.35	Services after Contract Termination.....	38
6.36	Compliance with Law .....	38
7	CORPORATE INFORMATION .....	39
8	Respondent and Subcontractor Information.....	40
8.1	Respondent General Information .....	40
8.2	Contact Information.....	40
8.3	Subcontractors .....	41
9	TECHNICAL INFORMATION.....	43
10	PLAN DESIGNS PROPOSAL.....	47
11	FINANCIAL PROPOSAL .....	48
11.1	Historical Claims Data.....	48
11.2	Nationwide Access.....	48
11.3	Proposed Premiums for “Plan Design A” with Minimum Actuarial Value of 89%.....	48
11.4	Proposed Premiums for “Plan Design B” with Minimum Actuarial Value of 78%.....	48

**FORMS:**

FORM 1 - RESPONDENT CERTIFICATION  
FORM 2 - CONTACT INFORMATION  
FORM 3 - NOTICE OF CONFLICT OF INTEREST  
FORM 4 - NON-COLLUSION AFFIDAVIT  
FORM 5 - STATEMENT OF NO INVOLVEMENT  
FORM 6 – MANDATORY RESPONSIVE REQUIREMENTS

**ATTACHMENTS:**

ATTACHMENT A – DRAFT CONTRACT  
ATTACHMENT B – REPORTING AND DELIVERABLES  
ATTACHMENT C – FINANCIAL PROPOSAL  
ATTACHMENT D – CENSUS FILE  
ATTACHMENT E – PAID CLAIMS FILE  
ATTACHMENT F – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
ATTACHMENT G – NOTICE OF INTENT TO SUBMIT A PROPOSAL  
ATTACHMENT H – COVERED BENEFITS AND SERVICES

**THIS SPACE INTENTIONALLY LEFT BLANK**

# 1 INTRODUCTION

## 1.1 Purpose

The State of Florida, Department of Management Services (“Department”), Division of State Group Insurance (“Division”) is issuing this solicitation to establish a contract or contracts for fully-insured Health Maintenance Organization (HMO) Medicare Advantage and Prescription Drug plan(s) (“MA-PD” or “Plan(s)”). This solicitation will be administered through the Vendor Bid System (VBS).

This solicitation has an estimated enrollment population of 30,000 Medicare-eligible retirees and dependents. This estimate is intended for informational purposes only and should not be construed as representing actual, guaranteed, or minimum enrollment under any new contract(s).

The Department is seeking a qualified Respondent(s) to provide and administer a fully-insured HMO MA-PD plan(s), which include(s) nationwide coverage for Medicare-eligible retirees and their Eligible Dependents enrolled in the State Group Insurance Program (“Program”).

Coverage under the MA-PD plan(s) must be in effect on January 1, 2020.

## 1.2 Definitions

The following capitalized terms used in this RFP (including the Attachments) have the meanings ascribed below:

“Business Day” means any day of the week excluding weekends and holidays observed by State agencies pursuant to subsection 110.117(1)(a)-(j), Florida Statutes.

“Calendar Day” means any day in a month, including weekends and holidays.

“Claim(s)” means an application for payment of or reimbursement for health care expenses incurred by Members, which is filed in accordance with the Center for Medicare & Medicaid Services (CMS) and Respondent.

“Confidential Information” means information in the possession or under control of the State or Respondent that is exempt from public disclosure pursuant to section 24, Article I of the Constitution of the State; the Public Records Law, Chapter 119, Florida Statutes; or to any other Florida law, federal law, or regulation that serves to exempt information from public disclosure.

“Contract” means any binding Agreement that results from this competitive procurement, if any, between the Department and a Respondent.

“Contract Administrator” means the person designated pursuant to subsection 11.5 of the Contract.

“Contract Manager” means those persons designated pursuant to subsection 11.6 of the Contract.

“Data” or “State of Florida Data” means representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. §§ 160 and 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”),

and the regulations promulgated thereunder; and section 110.123(9), Florida Statutes. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

“Department” means the Florida Department of Management Services.

“Deliverables” mean those services, items and/or materials provided, prepared, and delivered to the Department in the course of performance under the Contract by the contractor.

“Division” means the Department’s Division of State Group Insurance.

“Effective Date” means January 1, 2020 at 12:00 A.M., Eastern Time, the first date Services are provided to Members.

“Eligible Dependents” means enrolled dependents of Enrollees, as defined by the Florida Administrative Code and statutes.

“Enrollee” means those persons as defined in subsection 110.123(2)(b), Florida Statutes who meet Medicare eligibility requirements for MA-PD plans.

“Final Implementation Plan” means the written description provided by the contractor, as approved by the Department, of the schedule of actions necessary to implement the Services and begin fulfilling the Contract in a timely manner.

“Implementation Date” means the date the Contract is fully executed by all Parties.

“Performance Guarantees” means specific measurement indicators assigned to Contract tasks representing timeliness and quality of task output.

“Plan Year” means the calendar year (January 1st through December 31st).

“Respondent,” means a vendor who submits a Proposal to the RFP.

“RFP” means Request for Proposals No. DMS-18/19-054, Fully-Insured Medicare Advantage and Prescription Drug Plan(s), including all attachments and addenda to the Request for Proposals.

“Run-Out Claims” means a Claim for medical expenses incurred by a Member during the term of the Contract, which is received by the contractor after termination of the Contract and within sixteen (16) months from the date that the health care services relating to such Claim were rendered.

“Services” means services to be performed by the contractor. The term “Services” includes but is not limited to, any unspecified Service that is inherent in proper delivery of a specified Service.

“Subcontractor” means the Respondent’s subcontractors and agents that deliver the Services required by the Contract. The term “Subcontractor” does not include healthcare providers.

### **1.3 Overview of the State Group Insurance Program**

Pursuant to section 110.123, Florida Statutes, the Department administers the 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 Eligible Dependents. Each employee, retiree, or COBRA participant that is the primary insured is an enrollee. Each individual covered under the Program is a "Member."

Through the Program, the Department currently offers four (4) medical benefit plan designs 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, with a mix of fully-insured and self-insured funding arrangements. A single pharmacy benefits manager administers the pharmacy benefits for all plans with the exception of Medicare Advantage HMO Enrollees, whose pharmacy benefits are administered by their respective fully-insured HMO. The State Employees' Prescription Drug Program has an open formulary, which allows for coverage of all prescription drugs used to treat covered conditions.

Comparable benefits to be provided by the successful Respondent(s) are described in Attachment H: Covered Benefits and Services.

The "Plan Year" runs from January 1<sup>st</sup> to December 31<sup>st</sup> 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 1 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.

For a majority of the Program's retired Medicare-enrolled Program Members, Medicare is the primary payer. The Program provides secondary coverage and may pay up to the remaining twenty percent (20%) or some portion of the Medicare calendar year deductible, as appropriate. The Program offsets prescription drug costs for Medicare-enrolled Members through a Retiree Drug Subsidy Program.

The Program currently offers one MA-PD plan to Members who reside in the Program's fully-insured HMO (Capital Health Plan) service area (Calhoun, Franklin, Gadsden, Jefferson, Leon, Liberty, and Wakulla counties). Capital Health Plan (CHP) administers all health and prescription drug benefits for these Members. As of January 31, 2019, there were 5,537 Members in the MA-PD plan out of 29,752 total Medicare-eligible Members in the Program.

Health insurance premiums for active employees are funded primarily through employer contributions and include a fixed employee payroll deduction. Non-Medicare-eligible retirees (early retirees) pay the full premium; Medicare-eligible retirees pay the full premium; and, COBRA enrollees pay the full premium plus a two percent (2%) administrative fee.



Medicare-eligible retirees may apply for and receive a Health Insurance Subsidy (HIS), which is a subsidy payable to eligible retired Members or surviving spouses to assist in payment of health insurance costs. The HIS is not a health insurance policy. Eligible retirees (or surviving spouses) receive \$5 per month for each year of service credit earned.

The chart below illustrates enrollment into each of the Program’s Medicare plans by tier through January 31, 2019:

<b>PPO Enrollment</b>		<b>HMO Enrollment</b>	
<b>Tier I One eligible Member</b>	15,869	<b>Tier I One eligible Member</b>	5,358
<b>Tier II One eligible Member plus an ineligible member</b>	982	<b>Tier II One eligible Member plus an ineligible member</b>	536
<b>Tier III Two eligible Members</b>	5,536	<b>Tier III Two eligible Members</b>	1,471
<b>Total Members</b>	29,752		

**THIS SPACE INTENTIONALLY LEFT BLANK**

The chart below illustrates premium amounts for the 2019 Plan Year.

STATE EMPLOYEES' GROUP HEALTH SELF-INSURANCE TRUST FUND								
Premium Rate Table								
Effective December 2018 for January 2019 Coverage								
(Premium rate change for Employer, COBRA, Early Retirees, and Overage Dependents ONLY)								
Subscriber Category / Contribution Cycle		Coverage Type	PPO/HMO Standard			PPO/HMO HDHP		
			Employer	Enrollee	Total	Employer <sup>(3)</sup>	Enrollee	Total
Career Service / OPS	Monthly Full -Time Employees <sup>(1)</sup>	Single	684.42	50.00	734.42	684.42	15.00	699.42
		Family	1,473.18	180.00	1,653.18	1,473.18	64.30	1,537.48
		Spouse	1,623.20	30.00	1,653.20	1,507.48	30.00	1,537.48
	Bi-Weekly Full -Time Employees <sup>(1)</sup>	Single	342.21	25.00	367.21	342.21	7.50	349.71
		Family	736.59	90.00	826.59	736.59	32.15	768.74
		Spouse	811.60	15.00	826.60	753.74	15.00	768.74
SES / SMS	Monthly Full -Time Employees <sup>(1,2)</sup>	Single	726.08	8.34	734.42	691.08	8.34	699.42
		Family	1,623.20	30.00	1,653.20	1,507.48	30.00	1,537.48
	Bi-Weekly Full -Time Employees <sup>(1,2)</sup>	Single	363.04	4.17	367.21	345.54	4.17	349.71
		Family	811.60	15.00	826.60	753.74	15.00	768.74
COBRA (Non-Medicare)	Monthly	Single	0.00	749.11	749.11	0.00	670.92	670.92
		Family	0.00	1,686.24	1,686.24	0.00	1,483.23	1,483.23
Early Retirees	Monthly	Single	0.00	734.42	734.42	0.00	657.76	657.76
		Family	0.00	1,653.18	1,653.18	0.00	1,454.15	1,454.15
Overage Dependents		Single	0.00	734.42	734.42	0.00	657.76	657.76

  

Medicare Monthly Premium Rates				
Plan Name	Plan Type	Medicare I One Eligible <sup>(4)</sup>	Medicare II One Under/Over <sup>(5)</sup>	Medicare III Both Eligible <sup>(6)</sup>
Self-Insured PPO / HMO	Standard	388.38	1,119.85	776.76
	HDHP	292.76	917.13	585.51
Capital Health Plan <sup>(7)</sup>	Standard	282.62	945.62	565.24
	HDHP	257.23	852.80	514.46

**Notes:**

- Premium contribution for Part-Time Employees (FTE < 0.75) is to be calculated as follows:  
 Step 1. State Contribution x FTE% = Calculated State Contribution  
 Step 2. Total Contribution - Calculated State Contribution = Employee Contribution
- SES/SMS - Includes executive, legislative and judicial branch agencies for employees with enhanced benefits, excluding Spouse Program participants.
- The employer monthly HSA contribution of \$41.66/single (\$500 annually) and \$83.33/family (\$1,000 annually) is included in the listed employer rates.
- Single coverage for participant eligible for Medicare Parts A and B. Does not include monthly Medicare Part B premium.
- Family coverage for two or more participants, if at least one participant is eligible for Medicare Parts A and B. Does not include Medicare Part B premium.
- Family coverage for two participants and both are eligible for Medicare Parts A and B. Does not include Medicare Part B premium.
- Medicare eligible retirees must complete the HMO's Medicare Advantage Plan application process to be eligible for this coverage.

To assist with the RFP process, the Department has engaged Mercer for subject matter expertise. Mercer 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 Mercer relating to this procurement will be limited exclusively to those fees paid under the purchase order for these services between Mercer and the Department.

#### **1.4 Contact Person**

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

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

Shannon Bagenholm, Procurement Officer  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.3Z  
Tallahassee, FL 32399-0950  
Telephone: (850) 410-2404  
Email: [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com)

#### **1.5 Anticipated Contract Term**

The Department anticipates that the Contract will be entered into by August 1, 2019, allowing the successful Respondent(s) up to five (5) months for implementation before providing Services under the Contract resulting from this RFP. The anticipated length of the initial term of the Contract is two (2) years. The Contract(s) may be renewed for a period not to exceed three (3) one (1) year terms. Such renewal shall be made at the Department's sole discretion and shall be contingent upon satisfactory performance as determined by the Department. The Contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

#### **1.6 Timeline of Events**

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

TIMELINE OF EVENTS		
Events	Event Time (ET)	Event Date
RFP posted on the VBS.		4/16/2019
Respondent deadline to submit the Confidentiality & Non-Disclosure Agreement (Attachment F) and the Notice of Intent to Submit a Proposal (Attachment G) to the Procurement Officer	3:00 PM	4/22/2019
Department's anticipated date of shipping, via overnight delivery, of Census File (Attachment D) and twenty-four (24) month aggregated total Paid Claims File (Attachment E)		4/25/2019
Deadline to submit questions to the Procurement Officer.	5:00 PM	4/29/2019
Department's anticipated posting of answers to Respondent's questions on the VBS.		5/7/2019
Deadline to submit Proposal and all required documents to the Procurement Officer.	2:00 PM	5/17/2019
Public Opening. Conference Room 101, 4050 Esplanade Way Tallahassee, FL 32399	2:30 pm	5/17/2019
Formal Evaluations Conducted.		5/21/2019 – 6/12/2019
Public Meeting for Evaluators to confirm scores Conference Room 101, 4050 Esplanade Way Tallahassee, FL 32399  Call In Number: 1-888-585-9008 Passcode ID: 125-497-037	10:00 AM	6/18/2019
Anticipated date to post Notice of Intent to Award.		6/24/2019
Anticipated Contract Implementation		8/1/2019 – 12/31/2019
Contract Effective Date		1/1/2020

### **1.7 Addendum to the Solicitation**

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

### **1.8 Notice of Intent to Submit a Proposal and Non-Disclosure Agreement**

To be eligible to submit a proposal to this RFP, Respondents must obtain the Census File (Attachment D) directly from the Procurement Officer. These files contain certain confidential/HIPAA protected information and Data (“Confidential Health Information”).

To obtain this file and Data, Respondents must submit a fully completed copy of the Confidentiality and Non-Disclosure Agreement (Attachment F) and the Notice of Intent to Submit a Proposal (Attachment G) to the Procurement Officer, by email at [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com), by the time and date indicated in subsection 1.6, Timeline of Events.

Upon receipt of the forms, the Department will send the Census File (Attachment D) and twenty-four (24) month aggregated total Paid Claims File (Attachment E) on CD-ROM by Federal Express overnight delivery.

The Census File (Attachment D) includes the following information for current Program Members, age sixty (60) and older:

- Year of birth
- Gender
- Home ZIP code
- Plan name (Standard or HDHP)
- Plan coverage tier (Active Single, Active Family, Non-Medicare Single, Non-Medicare Family, Medicare I, Medicare II or Medicare III)
- Relationship to Employee
- Carrier
- Home city
- Home state

The twenty-four (24) month aggregate Paid Claims File (Attachment E) provides historical claims information to support the financial response.

**THIS SPACE INTENTIONALLY LEFT BLANK**

## 2 GENERAL INSTRUCTIONS TO RESPONDENT

Vendors who submitted a Notice of Intent to Submit a Proposal (Attachment G) and the Confidentiality and Non-Disclosure Agreement (Attachment F) and received the Confidential Health Information included in Attachment D but failed to submit a Proposal to the RFP shall destroy the Confidential Health Information, including any copies, by the time Proposals are due and shall provide to the Procurement Officer a complete Access List and a certification that the vendor has complied with this requirement on or before the due date of Proposals. (See Attachment F: Confidentiality and Non-Disclosure Agreement).

### 2.1 General Overview

The RFP process involves the Department's evaluation of Proposals. All responsive Proposals will be evaluated. The Department will then select one (1) or more Respondents for award.

### 2.2 Contact with the Department

Prospective Respondents or persons acting on their behalf may not contact, between the release of this RFP and the end of the seventy-two (72) hour period (Saturdays, Sundays and State holidays excluded) following the Department's posting of the Notice of Intent to Award a Contract, any Department personnel or consultants, or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer in accordance with subsection 1.4 above or as otherwise provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective Respondent, or an existing or prospective subcontractor to a prospective Respondent is assumed to be on behalf of a prospective Respondent unless otherwise shown.

### 2.3 Violation of Contact Limitations

Violation of the provisions of subsection 2.2 of this RFP may be grounds for rejecting a Proposal.

### 2.4 Order of Precedence

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

- Addenda to the RFP in reverse order of issuance, if any
- This RFP
- All attachments and exhibits to this RFP
- The Department's draft Contract

### 2.5 Respondent Questions

Respondents must 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 the Timeline of Events, subsection 1.6 of this RFP.

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

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

Respondent				
Question #	Respondent Name	RFP Section	RFP Page #	Question

Responses to all written questions, and any resulting revisions to the RFP, will be posted on the VBS.

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

## 2.6 Florida Substitute Form W-9 Process

State of Florida Respondents must register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>.

The awarded Respondent(s), if any, must complete this process prior to Contract execution. This form is *not* required to be submitted with the Proposal to the RFP.

## 2.7 Special Accommodation

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

## 2.8 Receipt of Proposals

### 2.8.1 Proposal Deadline

Proposals must be received by the Department no later than the date and time provided in subsection 1.6 of this RFP and must be addressed to the Procurement Officer at:

Shannon Bagenholm, Procurement Officer  
 Departmental Purchasing  
 Department of Management Services  
 4050 Esplanade Way, Suite 335.3Z  
 Tallahassee, FL 32399-0950  
 Telephone: (850) 410-2404  
 Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

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

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

No changes, modifications, or additions to the Proposals will be allowed after the Proposals have been opened. 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 Respondent in responding to this RFP.

## **2.10 Electronic Posting of Department Decisions**

On the dates indicated on the Timeline of Events in subsection 1.6, as amended or updated, the Department shall electronically post a notice of the Department's decisions at the following VBS website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

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

## **2.11 Firm Proposal**

The Department may make an award within one hundred eighty (180) Calendar Days after the date the Proposals are due. By submitting a Proposal, Respondents acknowledge and agree that their Proposals shall remain firm (and shall not be withdrawn) for at least one hundred eighty (180) Calendar Days after the Proposals have been submitted. If an award is not made within the one hundred eighty (180) day period, the Proposal shall remain firm until either the Department awards the Contract or the Department receives from Respondent written notice that the Proposal is withdrawn.

## **2.12 Use of Proposal Content**

The Department will have the right to use any or all ideas or adaptations of the ideas presented in the Proposal. Selection or rejection of a Proposal of award will not affect this right.

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

### **2.13.1 Public Records**

All electronic and written communications pertaining to this RFP, whether sent from or received by the Department, are subject to Florida's public records law, Chapter 119, Florida Statutes. Subsection 2.13.4 below addresses the submission of trade secret and other information exempted from public inspection.

### **2.13.2 Proposals are Public Records**

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



### **2.13.3 Proposals will be Subject to Public Inspection**

Unless exempted by law, all public records are subject to public inspection and copying under Florida's public records law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of Proposals pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Proposals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Proposal to this solicitation will be waived upon submission of the Proposal to the Department, unless the claimed trade secret information is submitted in accordance with subsection 2.13.4. This waiver includes any information included in the Respondent's Proposal outside of the separately bound document described below.

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

If a Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's public records law, the Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Attachment to Request for Proposal, Number—Exempt Material," together with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

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

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

### **2.13.5 Public Records Request**

If a Respondent fails to mark any materials submitted to the Department as exempt and failed to submit a redacted copy as provided in this section, the Respondent **waives** the exemption, and the Department may produce all of Respondent's documents, data or records to any person requesting a copy under Chapter 119, Florida Statutes. Respondent exclusively bears the burden of complying with subsection 2.13.4 to ensure its exempt information is appropriately marked.

### **2.13.6 Department Not Obligated to Defend Respondent's Claims**

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Proposal, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's public records law. Further, by submitting a Proposal, Respondent agrees to protect, defend,

indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Proposal are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes.

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

The Florida Administrative Code requires that the Department include the standard PUR 1001 Form "General Instructions to Respondents" and the PUR 1000 "General Contract Conditions" with this solicitation. The PUR 1001 and the PUR 1000 forms can be found at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

The Department is permitted by the Florida Administrative Code, however, to override the provisions of both forms. Accordingly, the terms and conditions of PUR 1001 FORM do not apply to this solicitation and are instead substituted by the instructions, specifications, and other terms contained throughout this RFP.

#### **2.15 Subcontracting**

The successful Respondent(s) is fully responsible for all work performed under the resultant Contract of this solicitation. If Respondent intends to use any subcontractors to perform the work, such subcontractors shall be identified as required by RFP section 8. If a Respondent should need to replace a subcontractor prior to the Department's notice of intent to award, the Respondent shall provide to the Procurement Officer a request to substitute the subcontractor, explaining why the Respondent seeks to substitute the subcontractor. The substitution will be subject to Department approval.

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

Health care providers are not considered subcontractors. Rented networks are also not considered subcontractors and the successful Respondent(s) using rented networks will not be excused from performance should the rented network become unavailable to the Respondent(s) at any time.

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

## **2.16 Cooperation with the Inspector General**

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

## **2.17 Protests**

Section 120.57, Florida Statutes, applies to this solicitation, as modified by subsection 110.123(3)(d)4, Florida Statutes. By submitting a Proposal, Respondent agrees to the protest procedure prescribed herein.

### **2.17.1 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 hours of receipt of notice of the decision, intended decision, or other action in accordance with subsection 110.123(3)(d)4, Florida Statutes.

### **2.17.2 Protest Bond**

After the protestor files a protest of a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the Department will provide the protestor with the estimated contract amount. The protestor must post a bond equal to one percent (1%) of the Department's estimated contract amount within 72 hours after receipt of the estimated contract amount. The estimated contract amount may be transmitted via email.

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

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

### **2.17.3 Filing a Protest**

A formal written protest is "filed" when actually received by the Procurement Officer listed in subsection 1.4 or by the Department's Agency Clerk. Filing of a formal written protest may be achieved by hand-delivery, courier, mail, facsimile, or email. Actual delivery by the deadline shall remain the sole responsibility of the protestor, and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor.

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

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

## **2.18 Department's Reserved Rights**

### **2.18.1 Waiver of Minor Irregularities**

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

### **2.18.2 Right to Investigate and Rely on Information**

The Department reserves the right to investigate any Respondent representations and to rely on information about a Respondent in the Department's records or known to its personnel.

### **2.18.3 Rejection of All Proposals**

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

### **2.18.4 Withdrawal of RFP**

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

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

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

### **2.18.6 No Contract until Execution**

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

### 3 RESPONDING TO THE RFP

#### 3.1 Overview

Proposals should provide a straightforward, concise description of Respondent's ability to provide the solution sought by the solicitation. Excessive information distracts readers from focusing on essentials. Properly referenced Proposals may be in the form of informational materials and brochures, but should be specific to the issue raised or question asked.

Do not apply any conditions or exceptions to any mandatory requirements of the solicitation.

Use at least 11 pt. Calibri, Arial, or Times New Roman font.

#### 3.2 Receipt of Proposals

The Respondent is responsible for ensuring the Department receives the Proposal no later than the date and time provided in subsection 1.6 of this RFP (or as revised by addenda). Address Proposal to the Procurement Officer at:

Shannon Bagenholm  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335.3Z  
Tallahassee, FL 32399-0950  
Phone: (850) 410-2404  
Email: [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com)

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

Respondents should submit their Proposal in (a) properly marked, sealed box(es) containing the following:

- a) One (1) original *unredacted* bound paper copy of the entire proposal;
- b) Five (5) separate *unredacted*, bound paper copies, excluding Attachment C: Financial Proposal;
- c) One (1) original unredacted Financial Proposal on CD-ROM or USB thumb drive of the in original file format (Excel .xls).
- d) Five (5) *unredacted* electronic copies on five (5) separate CD-ROMs or "thumb drives", excluding Attachment C: Financial Proposal; and
- e) One (1) electronic *redacted* copy of entire Proposal on CD-ROM or "thumb drive" (if applicable, as described in subsection 2.13.4 ("How to Claim Trade Secret or Other Exemptions") of this RFP).

Include Respondent's name along with the attachment name in all electronic file names. Mark all CD-ROM/thumb drives with Respondent's name and solicitation number.

### 3.3 Mandatory Responsive Requirements

The Department will not evaluate Proposals that do not meet the minimum mandatory requirements listed below. The certifications required in subsections 3.3.1 through 3.3.6 are to be accomplished through the execution of Form 6. A Proposal will be deemed nonresponsive if it fails to contain a signed Form 6 and the documentation required in subsections 3.3.7 through 3.3.11.

The Respondent's Technical Information response will be addressed at the evaluation phase and will not be evaluated for the responsive determination.

3.3.1 The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.

3.3.2 The Respondent must certify that the Respondent is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

3.3.3 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, should the Respondent be awarded a Contract. Website: [www.sunbiz.com](http://www.sunbiz.com)

**Note:** Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent agrees to attain such authorization within seven (7) Business Days of notice of award, should the respondent be awarded a Contract. The Respondent agrees to attain such authorization within seven (7) Business Days of notice of award, should the respondent be awarded a Contract.

3.3.4 Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.

3.3.5 Respondent must certify its ability to meet the minimum qualifications in section 5, Minimum Qualifications.

3.3.6 Respondent must certify its ability to provide the Minimum Service Requirements listed in section 6.

**NOTE:** The certifications required in section 3.3.1 through 3.3.6 of this RFP are to be accomplished through the execution of Form 6.

3.3.7 Respondent must have submitted Attachment F: Confidentiality & Non-Disclosure Agreement and Attachment G: Notice of Intent to Submit a Proposal, in accordance with subsection 1.6, Timeline of Events.

**NOTE:** Respondent must re-submit Attachment F: Confidentiality & Non-Disclosure Agreement, with its Proposal.

3.3.8 Respondent must submit a letter from at least one (1) public sector client confirming the Respondent has provided MA-PD plans valued at \$25 million or more in annual earned premium. The letter should be signed by an authorized representative of the client on or after April 15, 2019.

3.3.9 Respondent must provide Plan Designs Proposal in accordance with section 10.

3.3.10 Respondent must provide Attachment C: Financial Proposal in accordance with section 11.

3.3.11 Respondent must provide completed Form 1 of this RFP.

### **3.4 Format of Proposal**

Submit Proposals in the following format and order in accordance with the instructions provided in each corresponding section of this RFP.

#### **TAB 1: Transmittal Letter**

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

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

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

#### **TAB 3: Exempt Information**

A listing of information that is declared proprietary, trade secret, or confidential and claimed to be exempt from public disclosure is to be provided immediately following the table of contents. Identify each section of the Proposal that has been marked as exempt and excluded from the redacted copy provided with the Proposal as described in subsection 2.13 ("Public Records and Respondent's Confidential Information") of this RFP.

#### **TAB 4: Executive Summary**

Condense and highlight the contents of the Proposal to the RFP in a separate section titled "Executive Summary" including a general description of how Respondent intends to offer the Services sought by this RFP.

**TAB 5: Corporate Information (RFP Section 7)**

Respondents should provide responses to the questions and requests for information in section 7 (“Corporate Information”) of this RFP.

**TAB 6: Respondent and Subcontractor Information (RFP Section 8)**

Respondents should provide a response to each requested item in section 8 (“Respondent and Subcontractor Information”) of this RFP. Additional tables may be added by Respondent as needed.

**TAB 7: Technical Information (RFP Section 9)**

Respondents should restate and respond to each question and request for information in section 9 of this RFP. Respondents are encouraged to use at least 11 point Calibri, Arial or Times New Roman, blue font in responding to each question or request for information. Respondents are encouraged to concisely respond to all parts of each question or request for information. See subsection 4.3.1 (“Scoring of Section 9: Technical Information”) of this RFP for scoring.

**TAB 8: Plan Designs Proposal (RFP Section 10)**

Respondents must provide two (2) proposed MA-PD plan designs. The first proposed plan design must have a minimum actuarial value of eighty-nine percent (89%) but may have an actuarial value greater than 89% (“Plan Design A”). The second proposed plan design must have a minimum actuarial value of seventy-eight percent (78%) but may have an actuarial value greater than 78% (“Plan Design B”). Each plan design must include an attestation by an actuary certifying the actuarial values for the proposed plan design.

Failure to provide two plan designs in accordance with section 10 will disqualify a Respondent from further consideration.

**TAB 9: Purchasing Forms (RFP Section 12)**

Respondents must complete and submit the following forms listed below:

- a. Form 1 – Respondent Certification
- b. Form 6 – Mandatory Responsive Requirements
- c. Attachment F: Confidentiality and Non-Disclosure Agreement Page 3, “Respondent’s Employees Who Will Be Given Access to the Confidential Health Information.” Note: this form is required even if there are no updates from the initial submittal.

**3.5 Draft Contract**

Attachment A is the Department’s draft Contract. Any attempts to red-line or modify the terms of the Department’s draft Contract will be disregarded and ignored by the Department. Therefore, Respondents should not make alterations or edits to the Department’s draft Contract.

The draft Contract contains several attachments. The draft Contract and the attachments, including the affidavits, **do not** need to be returned with the Proposal.



## 4 EVALUATION METHODOLOGY

The Department intends to award a Contract to the responsible and responsive Respondent(s) whose Proposal is determined to be the most advantageous to the state. The Department may award multiple Contracts in accordance with subsection 4.4.

### 4.1 Evaluation Process -- General Overview

The Department will appoint an evaluation team for the evaluation and scoring of Technical Information responses. Each evaluator will be provided a copy of each responsive and responsible Respondent's Proposal.

The Department will evaluate Proposals consistent with subsection 4.2 below.

### 4.2 Evaluation Criteria

The following evaluation criteria shall apply for this RFP:

- The Technical Information response counts as twenty-five percent (25%) of the overall score as described in section 9.
- The Plan Design Proposal counts as fifteen (15%) of the overall score as described in section 10.
- The Financial Proposal counts as sixty percent (60%) of the overall score and will be calculated based on section 11 and Attachment C.

### 4.3 Evaluation of the Technical Information Responses

The evaluators will independently review and evaluate the Technical Information responses of the responsive Proposals. Using the assessment scale below, the evaluators will assign scores one (1) to five (5) based on the quality of each response to the Technical Information question and request for information. In determining the quality of a Respondent's responses, the evaluators will use the following guiding questions:

- How well does the Respondent demonstrate an understanding of the services requested?
- How well does the Respondent demonstrate the Respondent's ability to provide the MA-PD services?
- How well does Respondent articulate its approach, and how well does that approach meet the Department's needs and the requirements of this RFP?
- How well does Respondent's track record and the overall professional experience demonstrate Respondent's ability to provide the proposed services?

**THIS SPACE INTENTIONALLY LEFT BLANK**

<b>Assessment</b>	<b>Evaluator Score</b>
Unacceptable	1
Poor	2
Adequate	3
Good	4
Exceptional	5

**4.3.1 Scoring of Section 9: Technical Information (250 Points)**

Evaluators will score responses to section 9: Technical Information, worth a total of 250 points. Each response to the ten (10) questions will be scored and may earn a maximum of five (5) points per question. After the responses have been scored on the five (5) point scale, the scores will be multiplied by five (5) for a maximum possible score of 250 points.

**4.3.2 Scoring of Section 10: Plan Designs Proposal (150 Points)**

The scoring analysis will be conducted for one (1) proposed plan design with an actuarial value of at least eighty-nine percent (89%) (“Plan Design A”) and one (1) proposed plan design with an actuarial value of at least seventy-eight percent (78%) (“Plan Design B”) submitted in response to section 10.

The Procurement Officer will score section 10, worth a maximum of 150 points.

1. For proposed Plan Design A, which must have a minimum actuarial value of eighty-nine percent (89%), ten (10) points will be awarded for each full percentage point above eighty-nine percent (89%). The maximum points possible is 100.
2. For proposed Plan Design B, which must have a minimum actuarial value of seventy-eight percent (78%), five (5) points will be awarded for each full percentage point above seventy-eight percent (78%). The maximum points possible is 50.

### **4.3.3 Scoring of Section 11: Financial Proposal (600 Points)**

The scoring analysis will be conducted for one (1) proposed plan design with an actuarial value of at least eighty-nine percent (89%) ("Plan Design A") and one (1) proposed plan design with an actuarial value of at least seventy-eight percent (78%) ("Plan Design B") submitted in response to section 10: Plan Designs Proposal. Each proposed plan design must have a corresponding proposed monthly premium amount for Medicare I, II, and III tiers that is submitted according to the instructions in Attachment C. The Procurement Officer will base scoring of section 11 on the proposed monthly premium amount for the Medicare I tier for Plan Design A and Plan Design B. The proposed monthly premium amounts for Medicare II and III tiers will not be scored.

The Procurement Officer will score section 11, worth a maximum possible score of 600 points.

1. Up to 250 points for Plan Design A with an actuarial value of at least eighty-nine-percent (89%) that offers the lowest monthly premium. The Respondent with the lowest premium will receive the maximum 250 points. Each Respondent's monthly premium above the lowest submitted premium will receive proportional points. For example, if there are only two (2) Respondents and Respondent A's monthly premium is the lowest at \$200 and Respondent B's monthly premium is \$250, Respondent A will receive 250 points and Respondent B will receive 200 points (calculated as Respondent's A's monthly premium divided by Respondent B's monthly premium multiplied by 250).
2. Up to 250 points for Plan Design B with an actuarial value of at least seventy-eight percent (78%) that offers the lowest monthly premium. The Respondent with the lowest premium will receive the maximum 250 points. Each Respondent's monthly premium above the lowest submitted premium will receive proportional points. For example, if there are only two (2) Respondents and Respondent A's monthly premium is the lowest at \$200 and Respondent B's monthly premium is \$250, Respondent A will receive 250 points and Respondent B will receive 200 points (calculated as Respondent's A's monthly premium divided by Respondent B's monthly premium multiplied by 250).
3. Respondents who are willing and able to provide statewide coverage for both Plan Design A and Plan Design B will receive 100 points.

### **4.4 Basis of Award**

**4.4.1** If an award is made, the Department will award to the Respondent(s) with the highest overall score. The Department will award to as many Respondents as necessary to achieve coverage of the services in all Florida counties. The awarded Respondent(s) will provide Plan Design A and Plan Design B in each of the counties the Respondent(s) included in Attachment C: Financial Proposal.

The Department reserves the right to accept or reject any and all Proposal(s) and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the state. An irregularity is not material and therefore, minor, when it does not give the

Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition.

#### **4.4.2 Rights for Award**

The Department reserves the right to:

- Make a single award, multiple awards, or to make no awards at all.
- Divide the work among Respondents by geographic area;
- Make awards to multiple Respondents in the same geographical area(s); and
- Award to, and contract with, the Respondent with the next highest score in the event that the Department is unable to contract with the initially or subsequently awarded Respondent.

#### **4.5 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 Respondent(s) identified therein, on the VBS: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). If the Department decides to reject all Proposals, it will post its notice at the same VBS website.

Respondent shall destroy the Confidential Health Information, including any copies, remaining in its possession within five (5) Business Days of the State's notice of intent to award in connection with this RFP or the conclusion of any legal proceedings or protest regarding the procurement and shall provide to the Procurement Officer a final Access List and a certification that it has complied with this requirement. (See Attachment F: Confidentiality and Non-Disclosure Agreement).

**THIS SPACE INTENTIONALLY LEFT BLANK**

## **5 MINIMUM QUALIFICATIONS**

**Instructions:**

Respondent must agree, and certify its ability, to meet the minimum qualifications as required in this section on Form 6, Mandatory Responsive Requirements.

- 5.1 Respondent will provide fully-insured HMO MA-PD coverage on a full replacement basis for Members beginning January 1, 2020.
- 5.2 Respondent will provide a fully-insured HMO MA-PD plan with the same plan design and cost sharing in all states in which eligible Members reside.
- 5.3 Respondent's Proposal is not contingent upon being the only plan offered in a service area and does not include any minimum participation or employee contribution requirements.
- 5.4 Respondent possesses a current accreditation from Accreditation Association for Ambulatory Health Care, National Committee for Quality Assurance, Joint Commission of the Accreditation of Healthcare Organizations, or Utilization Review Accreditation Commission.
- 5.5 Respondent is not in receivership under the Florida Division of Rehabilitation and Liquidation or under regulatory action per the Florida Office of Insurance Regulation.
- 5.6 Respondent is registered or certified as required by the Florida Office of Insurance Regulation.
- 5.7 Respondent is registered or certified as required by Florida law as a Commercial Health Care Provider by the Agency for Health Care Administration for each county in the Respondent's Proposal.
- 5.8 Respondent has, at a minimum, a 4.0 Star Rating with CMS.
- 5.9 Respondent will administer a custom Group HMO MA-PD plan(s) in Florida and throughout the United States.
- 5.10 Respondent will attend, without exception and with appropriate staffing, all Department-sponsored benefit fairs throughout the state of Florida beginning in 2019 for the 2020 Plan Year and continuing each year for the term of the contract.

**THIS SPACE INTENTIONALLY LEFT BLANK**

## 6 MINIMUM SERVICE REQUIREMENTS

### Instructions:

Respondent must agree, and certify its ability, to provide the minimum service requirements in this section on Form 6, Mandatory Responsive Requirements. Respondent agrees to modify any of the requirements below if required by CMS of Respondent to continue offering MA-PD plan(s), during the Contract term.

### 6.1 Enrollment, Eligibility, and Reporting

- a. Respondent shall seek a waiver of the regulations at 42 CFR 422.50(a) (2) and allow the Program to offer the HMO MA-PD plan(s) to Members with End Stage Renal Disease (ESRD).
- b. Respondent will provide the Part C and Part D Medicare Membership Reports (MMR) monthly, including all fields as received from CMS.
- c. Respondent will provide the Part C and Part D Model Output Reports (MOR) upon request, no more often than annually, including all fields as received from CMS.
- d. Respondent will receive and process daily electronic enrollment files from the State's outsourced human resource administrator, People First.
- e. Respondent will produce a monthly list bill and transmit it to the Program.
- f. Respondent will provide a dedicated, but not necessarily exclusive, Account Management Team, which in coordination with the Program's Project Manager, will effectively manage the implementation of the Plan(s).
- g. Respondent will provide the resources necessary to implement any systems and/or process enhancements necessary to automate electronic enrollment maintenance.
- h. Respondent will accept enrollment for Members who have been diagnosed with End Stage Renal Disease (ESRD).

### 6.2 Final Implementation Plan

Respondent(s) shall submit the Final Implementation Plan to the Department for approval not later than ten (10) Business Days following execution of the Contract. If the Department deems the submitted Final Implementation Plan to be insufficient, Respondent(s) shall work diligently to deliver an updated Final Implementation Plan, satisfactory to the Department, recognizing that time is of the essence. Final Implementation Plan shall be based on the proposed implementation plan submitted by Respondent(s) during the procurement process.

The Final Implementation Plan shall fully detail all steps necessary to begin full performance of the Contract on January 1, 2020, 12:00:00 a.m., EST, and specifically identify due dates of all steps with a person assigned responsibility for each. Implementation plans shall include the following action items:

- a. Establish an interactive member website, toll-free phone line, and interactive voice response system.
- b. Participate in benefit fairs coordinated and sponsored by the Department.
- c. Schedule implementation status meetings and/or conference calls with the Department's Contract Manager.
- d. Conduct background checks in accordance with section 4, Contract Administration, of the Contract, including any subcontractors.
- e. Test enrollment files, review key procedures and program process controls (i.e. approval, design, testing, acceptance, user involvement, segregation of duties, and documentation). Department must render functional acceptance prior to go live.
- f. Finalize and validate billing procedures, invoice design, banking, reconciliation and other

financial processes, all subject to Department's prior approval.

- g. Design and present to the Department all communication materials to be used for Plan(s) Enrollees.
- h. Finalize a process for tracking and responding to Member inquiries and complaints.
- i. Respondent(s) shall be one-hundred percent (100%) operational prior to the Effective Date of January 1, 2020, 12:00:00 a.m., EST. Respondent(s) pays the liquidated damages listed in the Contract (Implementation Delays) for failure to meet this milestone.
- j. Respondent(s) shall send ID Cards (without Social Security Numbers) and Plan(s) education materials to all Enrollees within ten (10) Business Days after receipt of a clean and accurate enrollment file.

### **6.3 Account Manager**

- a. Respondent(s) shall assign an account manager as the primary contact for the Department.
- b. The account manager shall participate on the implementation team and coordinate, troubleshoot, advance, and track the State's interests and requests throughout the organization.

### **6.4 Account Management Team**

- a. The account management team shall be able to devote the time and resources needed to successfully manage the account including being available for telephonic, email, and on-site consultations.
- b. The account management team shall be thoroughly familiar with Respondent(s)'s functions and operations that relate directly or indirectly to the Department and the Plan(s) including but not limited to provider networks, claims and enrollment systems, systems reporting capabilities, claims adjudication policies and procedures, standard and non-standard banking arrangements, and relationships with third parties.
- c. Respondent(s) shall maintain a current account management team organizational chart. Respondent(s) shall promptly notify the Department of any changes to the account management team, including provision of an updated organizational chart.
- d. Department may give a plan performance review to the account management team or separately to each team member. An action plan, as determined by the Department, must be implemented based on measurement criteria listed in the draft Contract, Attachment 2: Performance Guarantees.

### **6.5 Meetings/Conference Calls**

- a. Quarterly Meetings: Respondent(s) shall attend all quarterly meetings by telephone conference call or in-person at the State offices in Tallahassee, Florida. Respondent(s) shall not be entitled to additional compensation for meeting preparation or attendance. Quarterly reports are due within forty-five (45) Calendar Days following quarter end and meetings/calls are to be held within sixty (60) Calendar Days following quarter end unless an extension is requested and granted by the State. The fourth quarter meeting shall include both quarterly and annual calendar year reports and Deliverables.
  - i. Agenda: At the Department's request, Respondent(s) shall provide a draft agenda in advance of a meeting. Respondent(s) and the Department will discuss issues such as quality assurance, operations, network status and access, benefit and program changes or enhancements, legislative matters, cost trends, utilization patterns, program outcomes, customer service issues, future goals and planning, and other

issues reasonably related to the Contract. Respondent(s) shall address performance and compare the Plan(s)'s experience to 1) national trends, 2) Respondent(s)'s total book of business, and 3) other governmental clients.

- ii. Minutes: Respondent(s) shall provide the Department draft meeting minutes. Department will review and revise the draft minutes as appropriate and return to Respondent(s). Respondent(s) shall provide the Department with final minutes. Minutes shall include a list and description of follow up Deliverables, with assigned person and due date.
- b. Other Meetings: progress meetings, issue meetings, and emergency meetings shall be held as necessary. Either party may call such a meeting, subject to reasonable notice. Any meeting held in person shall be at the State's offices in Tallahassee, Florida. Respondent(s) shall not be entitled to additional compensation for meeting preparation or attendance.

## **6.6 Benefit Fairs**

- a. Respondent(s) shall participate in annual Department sponsored benefit fairs at locations as applicable to Respondent's service area. Number of fairs and locations may vary each year, but approximately twenty-four (24) fairs statewide are held in the fall. Respondent(s)'s representatives attending the benefit fairs shall be employees of Respondent(s) (not subcontractors or temporary personnel), adequately trained and knowledgeable about the Plan(s). Respondent(s) shall educate Members on Plan benefits, services, and other tips to ensure a positive Member experience.
- b. Respondent(s) shall be responsible for all costs associated with participating in benefit fairs including travel and a proportionate share of facility fees.
- c. Respondent(s) shall not discuss with Enrollees or prospective Enrollees or in any manner allude to coverage, products, or materials other than those explicitly related to the Plan(s) without the permission of the Department.

## **6.7 Advertisements and Marketing Materials**

- a. Respondent(s) shall provide copies of all CMS approved promotional and enrollee educational materials to the Department for the 2020 Plan Year. For all future plan years, Respondent(s) will work with the Department or its designee to draft all member marketing materials prior to submission to CMS for approval.
- b. As applicable or as required by state or federal laws or regulations, Respondent(s) shall pay for the expenses for printing and mailing the Summary Plan Description, Certificate of Coverage, and any associated forms.
- c. Respondent(s) shall assist the Department (i.e., review, clarify, edit, and confirm accuracy) as requested in developing Department communications on the Plan including but not limited to the Summary Plan Description and the Department's benefit website: [www.mybenefits.myflorida.com](http://www.mybenefits.myflorida.com).

## **6.8 Plan Materials**

- a. Respondent(s) shall provide all CMS approved marketing material to the Department prior to sending to any Member. Respondent(s) shall be responsible for the development of Plan benefit information including but not limited to 1) open enrollment brochures and promotional pieces, and 2) other Plan-related printed materials (e.g., Summary Plan Description, ID cards, benefit brochures, claim forms, clinical program access tips and notices along with letters, notices, preformatted letters, templates, system generated



letters and notifications, correspondence forms, Explanation of Benefits (EOBs), and other written materials and forms).

- b. In addition, Respondent(s) shall provide ongoing, via secure website and/or annually by mail, a summary of covered health care expenses along with Member responsibility amounts for the purpose of helping Enrollees make better informed health decisions.
- c. Respondent(s) shall be responsible for writing, printing, and distributing (electronically or by mail as required) Plan materials.
- d. Respondent(s) shall provide, upon request of the Member, printed materials in a medium widely accepted for the visually impaired.
- e. All printed material shall be provided in electronic format with final versions submitted to the Department in PDF file format.

#### **6.9 Provider Directory (e-version)**

- a. Respondent(s) shall provide an online directory of network providers, which shall be updated and made available to Members twenty-four (24) hours a day, seven (7) days a week. Respondent(s) must perform due diligence to ensure the provider directory reflects accurate and timely information.
- b. Respondent(s) shall provide and support mobile applications or mobile-optimized versions of the online provider directory for smartphones, tablets, and other mobile devices.
- c. Respondent(s) shall mail provider directories to Members upon request.

#### **6.10 Membership Materials**

Respondent(s) shall mail materials to new Enrollees within four (4) Business Days after receipt of the enrollment data file or notice from the Department or its designated agent or as required by state or federal regulations:

- a. Flyer, letter or other mailer advising on where to locate the Summary Plan Description (SPD), how to select a PCP, and other information applicable to the Plan and enrollment; and
- b. Member Identification Cards (ID).

Membership mailing may include a customized greeting and form letter to new Enrollees. Letters may include a summary of information already contained in the SPD and/or highlight important information (e.g. how to obtain a referral to a specialist or access urgent or after-hours care).

If CMS regulations or other federal or state laws require the physical mailing of the SPD or any other marketing or informative materials annually or as otherwise specified, those regulatory requirements will supersede the requirements of the State; however, Respondent will provide the State with those requirements in detail and confirm compliance with those CMS requirements no less than annually or as otherwise specified.

#### **6.11 Summary Plan Description (SPD) (distribution)**

Respondent shall meet all CMS requirements for creation and dissemination of the SPD(s).

Respondent(s) shall provide the SPD in Spanish and other language versions where mandated by law based on census demographics.

## **6.12 ID Cards**

Respondent(s) shall provide ID cards to new Enrollees in the manner and design as required by CMS.

Although never displayed, the Enrollee's Social Security number shall be the number of record and maintained in Respondent(s)'s information system. ID cards shall be compliant with State standards. ID cards shall display information for medical benefits.

## **6.13 Formulary Changes**

Respondent agrees to send timely notification letters to Members and their prescribing providers of prescription drug formulary changes where there is an impact to the Member as required by CMS.

## **6.14 Mail**

Respondent(s) shall hold returned mail for thirty (30) Calendar Days during which time Respondent(s) shall search for an updated address with each subsequent file coming from People First. After thirty (30) Calendar Days, Respondent(s) shall store copies on its document imaging system and destroy the returned mail.

Special post office box: Respondent(s) shall maintain a minimum of one dedicated post office box (e.g., for claims, appeals, general correspondence, returned mail).

## **6.15 Department Inquiries, Account Service, and Dispute Support**

Respondent(s) shall upon request of the Department or its attorneys, and at no additional cost, assist the Department in responding to inquiries received from Members, providers, or other persons related to any aspect of Services delivered under the Contract. Such requests shall be a) given a priority status, b) subject to a method of tracking, and c) result in the delivery of all requested information, documentation, etc., and d) handled or overseen by a lead customer service person.

## **6.16 Public Records Requests and Subpoenas**

Respondent(s) shall upon request, and at no additional cost, provide the Department with any data, documents, and so forth, to enable the Department to respond in a timely manner to public records requests and subpoenas related to any aspect of Services delivered under the Contract.

## **6.17 Customer Service Operations**

The customer service operation shall include, at a minimum, the following:

- a. Integrated Member support for all Plan services;
- b. Plan(s) specific training and knowledge to assist Members, prospective Enrollees, physicians, etc. regarding Plan(s);
- c. Assist Members who contact Respondent's customer service unit with only their name and/or Social Security number;
- d. Maintain an enrollment file that identifies eligible Members and other pertinent information regarding Members;
- e. Processes for triaging emergency requests (i.e. out-of-network provider coordination, if appropriate);
- f. Adequate and appropriate access to the customer service system for Members with disabilities (e.g. TTY and online access);

- g. Sufficient personnel available to provide multi-lingual (Spanish, at a minimum) service and the ability to provide service to the hearing and vision impaired;
- h. Information systems capable of electronically transmitting, receiving, and updating Enrollee profile information from People First as required in Attachment 3: Enrollment File Interface Layout, of the Contract.
- i. Maintain a service disruption plan or procedure to continue customer service activities when temporarily unavailable due to either scheduled or unforeseen events (e.g., relocating offices, repairing/restoring utility or power supply, upgrading phone systems, and other events). The Department shall be notified as soon as possible of scheduled disruptions and other events.

#### **6.18 Member Satisfaction Surveys**

Respondent(s) shall conduct an annual Member satisfaction survey to measure overall satisfaction. In addition to Respondent(s)'s annual Member survey, Department may conduct its own Member satisfaction survey. The Department may select the survey instrument and may either conduct or have it conducted by an independent third party. Survey results shall be used, in part, to determine satisfactory performance of the Contract. If the survey shows unsatisfactory performance, Respondent(s) shall implement a corrective action plan approved by the Department.

#### **6.19 Protected Health Information**

Respondent(s) agrees to adhere to leading industry practices in the development, implementation, and application of administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that Respondent(s) creates, receives, maintains, or transmits in Respondent(s)'s administration of the Plan(s), as required by the HIPAA security standards and all applicable HIPAA administrative simplification rules.

#### **6.20 The Department Determines Eligibility**

Respondent(s) shall permit all eligible enrollees as determined by the Department or its designee to obtain health insurance benefits for themselves and their Eligible Dependents. If the enrollee or Eligible Dependents are ineligible to enroll in a MA-PD plan, Respondent must notify the Department of ineligibility within two (2) Business Days of receipt of the enrollment file.

#### **6.21 Notify the Department**

Respondent(s) shall, within twenty-four (24) hours of announcement, notify the State if the Respondent or provider network loses any accreditation, service area approval, licenses, or liability insurance coverage.

#### **6.22 Enrollment File Transfers from the Department**

- a. Respondent(s) shall maintain an information system capable of electronically receiving and updating Enrollee information on weekly, monthly, and/or ad hoc basis (e.g. eligibility, change of address, coverage information, and so forth). Respondent(s) shall accurately convert and load the Department's enrollment files in a secure point-to-point connection format.
- b. Respondent(s) shall maintain enrollment records for all Enrollees based on the Department's weekly and monthly enrollment files.
- c. Respondent(s) agrees that the Department's enrollment file shall be the official system of record. Respondent(s) shall not overwrite, update or in any way change the enrollment information without express written direction from the Department or People First.

- d. Respondent(s) shall accept the enrollment files in a format and according to the schedule required by the Department as stated in Attachment 3: Enrollment File Interface Layout and Attachment 4: Enrollment File Transfer Schedule, of the Contract.
- e. In addition to the file schedule above, Respondent(s) shall accept enrollment file typically provided at the end of November following open enrollment for the purpose of generating ID cards for distribution prior to the new Plan Year.
- f. Respondent(s) shall conduct and maintain enrollment reconciliation between Respondent's system information/files and the Department's enrollment files.
- g. Enrollment file transfers and subsequent discrepancy reports between Respondent(s) and the Department shall be exchanged using a method required by the Department.
- h. Enrollment updates including manual reinstatements and terminations from People First shall be processed as required by Attachment 2: Performance Guarantees, of the draft Contract at no additional cost to the Department.

### **6.23 Paid Claims File to the Department and/or Department's Designee**

Respondent(s) shall provide a secured file including all claim data related to the Plan(s) in the data file layout and timeframe specified by the Department. Data shall be provided in a secured method to the Department and/or a third party designated by the Department and shall include, but not be limited to, trade secret, proprietary or confidential claim related financial information: total charged amount, allowed amount, discount amount, deductibles and copayments, and Plan payment amount; provider information, including, but not limited to, name, location and National Provider Identifier and Tax Identification Number; and all fields, whether received electronically or via paper, from CMS 1500 (837-P) and UB-05 (837-I) medical claims forms including all patient demographic information (including dependent social security number), diagnosis codes, procedure codes, surgical procedure codes, modifiers, and all other data elements associated with each claim. All claims processed during the reporting period, including paid, denied, and adjusted claims, shall be included. The Department reserves the right to utilize the monthly paid claims files in any manner deemed necessary, including but not limited to, source data for audit purposes. Failure to timely submit complete, properly formatted data shall be considered a material breach of the contract and shall be subject to the breach requirements in the contract.

### **6.24 Other Data Transfers as Required**

- a. File transfers between Respondent(s) and Department and/or authorized third parties shall be exchanged using a method, format, and frequency required by the Department.
- b. Respondent(s) shall provide all medical and pharmacy data related to the Plan(s) to the Department in the time frame and in the format specified by the Department.

### **6.25 Records Retention**

Respondent(s) shall retain records as required by the Contract, or longer, if required by state and/or federal laws or regulations.

### **6.26 Appeal Services**

Respondent(s) shall administer appeals in accordance with the appeals process required by the Centers for Medicare and Medicaid Services.

### **6.27 Care Management and Utilization Management**

Respondent(s) shall maintain policies and procedures in its care management and utilization review processes for the Plan(s):

- a. Pre-certification;

- b. Prior authorization;
- c. Concurrent review and discharge planning for inpatient admissions;
- d. Retrospective clinical review;
- e. Second surgical opinions;
- f. Other care management programs currently offered or implemented in the future;
- g. Use of an automated system for medical benefits with the ability to provide utilization statistics, including utilization trends, and care management interventions; and
- h. Use of an automated system for identification, tracking, and management of care management activities.

#### **6.28 Revenue Estimating Conference Report**

Respondent(s) shall provide the required data and forecasts in support of the Department's Revenue Estimating Conference Report. Such data shall be provided in the timeframes and layout specified by the Department.

#### **6.29 Redacted Copies**

Reports containing proprietary, trade secret, and/or Confidential Information shall be delivered in a redacted format at the same time as any non-redacted report, with redacted reports delivered electronically. Complete and detailed supporting documentation must be provided with the submission of each report. Supporting documentation must identify the source of the material.

#### **6.30 Direct Deposit EFT**

Respondent(s) shall accept payments from the Department processed through the Department's standard transmittal process (i.e. EFT transfer to Respondent(s) and by Department determined due dates. Respondent(s) must complete a direct deposit authorization form (currently form number [DFS-A1-26E rev.6/2014]).

Respondent(s) shall provide any payments due to the Department through the normal transmittal process (i.e. EFT transfer from Respondent(s)) and by Department determined due dates.

#### **6.31 Fiduciary Responsibility**

Respondent(s) shall agree to assume Claim fiduciary responsibility, including appeals, for Claim adjudication and defense of utilization review decisions.

#### **6.32 Legal Defense**

- a. Respondent(s) shall provide necessary legal defense and assistance as required in the event of litigation for goods and services related to the performance of this RFP and/or Contract(s).
- b. Respondent(s) shall cover all costs associated with legal defense in the event of Plan(s)-related litigation or any other litigation.

#### **6.33 Disaster Recovery Plan**

Respondent(s) shall develop, implement, and maintain a disaster recovery plan and shall submit a copy of such for review by the Department on or before the Effective Date of the Contract. At a minimum, the disaster recovery plan shall include daily backup of Plan-related files/data, a contingency provision so that critical services are provided within twenty-four (24) hours, and a fully operational provision so that all services are provided within forty-eight (48) hours of activating the disaster recovery plan at the same or better level of service as

before the disaster recovery plan was activated. Any changes to the Plan throughout the term of the Contract must be sent to the Department.

#### **6.34 Contract Termination**

Respondent(s) agrees that, upon Contract termination or expiration, Respondent(s) pays the cost of all work required by a new administrator to bring Respondent's data and records in unsatisfactory condition up to date and such expenses shall be reimbursed by Respondent(s) within three (3) months of the end of the Contract term. Department shall make final determination regarding the condition of data and Respondent(s)'s obligation under this provision.

Respondent(s) shall continue to process and adjudicate Run-Out Claims in accordance with the terms of the Contract and perform any related necessary claim services including medical review and adjustments, customer service activities, Department and Auditor General audit and support services, banking activities, including the continued transmission of related data files to the Department and its third-party Vendor(s), Respondents and any other mutually agreed upon activities through the end of the sixteen (16) months following the Effective Date of termination of the Contract.

#### **6.35 Services after Contract Termination**

As mutually agreed upon by the Department and Respondent(s), Respondent(s) shall continue to provide the following services to ensure that the contractually required services resulting from this RFP are maintained at the required level of proficiency for up to sixteen (16) months following the Effective Date of termination of the Contract.

- a. Mailroom services
- b. Appeals services
- c. System/technical services
- d. Claim entry, adjudication, and adjustments based on Summary Plan Description
- e. Coordination of benefits
- f. Customer service and call center operations
- g. Medical review as necessary
- h. Issue payments/checks and Explanation of Benefits Statements
- i. Reports

#### **6.36 Compliance with Law**

Respondent(s) shall monitor federal and state legislation affecting the delivery of medical and prescription drug benefits under the Plan(s) and promptly report to the Department on those issues prior to the effective date of any mandated Plan changes. Respondent(s) shall absorb the cost of programming all benefit design changes.

**THIS SPACE INTENTIONALLY LEFT BLANK**

## 7 CORPORATE INFORMATION

**Instructions:** Please provide a response to the following questions. Respondent's response to this section will not be scored and is for informational purposes.

- 7.1 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. Respondent(s) should label the proposal to this question as Proposal Attachment 7-1.
- 7.2 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?
- 7.3 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, implementation of plan design changes, modification and updating of files, etc.).
- 7.4 Provide a profile of Respondent's HMO MA-PD business for each of the latest three (3) calendar years (2016, 2017, 2018).

	<b>Calendar Year 2016</b>	<b>Calendar Year 2017</b>	<b>Calendar Year 2018</b>
<b>Total premium volume</b>			
<b>Total number of clients for employer groups</b>			
<b>Total number of Enrollees covered</b>			
<b>Number of public sector clients</b>			
<b>Average size of public sector clients</b>			
<b>Monthly average number of public sector Enrollees</b>			
<b>Number of claims handled</b>			
<b>Number of plans terminated</b>			
<b>Average number of members in terminated plans</b>			

## 8 Respondent and Subcontractor Information

Respondent's response to this section will not be scored and is for informational purposes.

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

### 8.1 Respondent General Information

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

### 8.2 Contact Information

Identify the primary contact person responsible for the overall development of Respondent's Proposal.

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



### 8.3 Subcontractors

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

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

<p>Describe any significant government action or litigation taken or pending against the Subcontractor's company or any entities of the Subcontractor's company during the most recent five years</p>	
<p>List and describe the Services the Subcontractor will be responsible for in the performance of the contract</p>	
<p>Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results.</p>	
<p>What procedures does Respondent have in place to ensure Subcontractor compliance with HIPAA requirements?</p>	
<p>Describe the process that Respondent will implement during the contract term to ensure that background checks (as described in the contract) will be completed on the Subcontractor.</p>	

**THIS SPACE INTENTIONALLY LEFT BLANK**

## 9 TECHNICAL INFORMATION

**Instructions:** Respondent should provide a response to each of the following Technical Information questions and requests for information by restating the item and providing Respondent's response below the item in at least 11 pt. **Calibri, Arial, or Times New Roman blue font**. This section will be scored pursuant to subsection 4.3.1 ("Scoring of Section 9: Technical Information") of this RFP. Failure to provide an answer to each of these Technical Information questions and requests for information will result in a lower score.

- 9.1 Describe the characteristics of Respondent's business model, health management, network management, and any other operational functions that set Respondent apart from other respondents. Topics may include, but are not limited to:
- a. The approaches Respondent offers that would provide best value for Members;
  - b. The advantage of a single carrier managing both the medical and pharmacy benefits;
  - c. Coverage for emergency services incurred outside of the U.S.;
  - d. Case management components (pre-admission review, discharge planning, high-risk post-discharge outreach, retrospective review) utilized by Respondent;
  - e. Centers of excellence, transplant networks and other health care arrangements that focus on quality of care and cost avoidance;
  - f. How Respondent maximizes CMS funding through risk adjustment and medical management strategies?
- 9.2 Describe Respondent's experience in providing MA-PD plan benefits. Topics may include, but are not limited to:
- a. Number of lives covered with MA-PD plan(s);
  - b. Average percentage change in premiums charged for MA-PD plan(s) over a three (3) year period.
  - c. Types of clinical, disease, mental health/substance abuse, wellness, utilization management, and other medical management programs; as appropriate, include how candidates are determined; level of participation in such programs and their impact on health risk and cost containment;
  - d. After hours or emergency care (e.g., nurse line, urgent care centers);
  - e. Communications and education strategies to enroll Members in MA-PD plan(s); and,
  - f. Challenges Respondent foresees Members experiencing if they change plans and strategies for dealing with challenges to ensure quality customer service experience.
- 9.3 Describe Respondent's network development model and contracting strategy. Topics may include, but are not limited to:
- a. Impact to Respondent's network by taking on the State's Medicare-eligible population;
  - b. Ability to meet CMS' coordinated care network adequacy requirement;
  - c. Stability of the network (e.g., annual physician turnover – gross, not net of additions);
  - d. Network access and network management;
  - e. The provider credentialing process;

- f. Provider quality measures and controls;
  - g. Number of major pharmacy chains in network; and,
  - h. Number and percentage of contracted independent pharmacies in network.
- 9.4 Describe Respondent's strategies to manage utilization of prescription drugs and ensure prescription drugs are being used correctly for medical conditions covered by Medicare. Topics may include, but are not limited to:
- a. Formulary management, including the formulary proposed for use with plan designs submitted by Respondent and if alternate formulary options are available during the Contract period.
  - b. Expected disruption with formulary proposed for use with plan designs submitted by Respondent based on experience with current and past MA-PD clients.
  - c. Typical frequency of formulary changes in and Respondent's flexibility to remove or add prescription drugs on the formulary proposed for use with the plan designs submitted by Respondent;
  - d. Any CMS limitations to formulary proposed for use with the plan designs submitted by Respondent; and,
  - e. Other utilization strategies including but not limited to prior authorization, quantity limits, step therapy, site of care, and high-risk drug programs for the elderly.
- 9.5 Describe the protocols in place that ensure personal health information remains secure. Topics may 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;
  - e. Security protocols for call center employees, correspondence tracking system and process, and electronic systems that access or store protected data;
  - f. Existence of Data Centers and whether they are operated internally or outsourced/subcontracted;
  - g. Existence of primary and redundant Data Centers;
  - h. Existence of 24/7 security for the Data Centers;
  - i. Existence of processes to ensure only appropriate personnel have access to Data Centers;
  - j. Mission critical equipment and systems are in a restricted area. Include in the description the level of employees who have access to these restricted areas;
  - k. Existence of security systems such as, but not limited to, key cards, badges, PIN to ensure access to the Data Centers is restricted to appropriate personnel; and
  - l. Existence of layer security to protect servers, applications and network.

- 9.6 Describe customer service capabilities. Topics may include, but are not limited to:
- a. Website capabilities, including provider search engine, claims history, ability to print ID cards, CMS Star ratings, and online access to forms and plan or ancillary benefit information;
  - b. Location of call center, hours of operation, and number of representatives assigned to State's account;
  - c. Training, minimum qualifications, experience and turnover of representatives;
  - d. Languages customer service unit can support (other than English) and how that support is provided (i.e., language line or Respondent call center representatives);
  - e. Year-to-date call targets and actual statistics (e.g., abandonment rate, speed to answer);
  - f. Call recording system; documentation of calls; and timeframe and manner to furnish call recordings or notes to the Department;
  - g. Online chatting, email capabilities, and special telephone features for the hearing impaired;
  - h. Customer satisfaction survey methodology and recent survey with results from a group similar in size and composition to the State;
  - i. Explain whether customer service representatives will be dedicated and exclusive. If not, explain the ratio of representatives to Members; and
  - j. Describe the services Members can access via the web, smartphone applications or other electronic devices.
- 9.7 Describe clinical services. Topics may include, but are not limited to:
- a. Training, minimum qualifications, experience and turnover of the case management staff assigned to this account;
  - b. Case management model and processes;
  - c. How the case management program integrates with other care management programs such as utilization review and quality management; and
  - d. Accreditations Respondent's care management program currently holds or is in the process of pursuing.
- 9.8 Provide a proposed implementation plan that clearly demonstrates Respondent's ability to meet the Department's requirements to have a fully functioning program in place and operable on January 1, 2020.
- 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 Effective Date of operation (January 1, 2020). 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 incumbent, historical claims data and format, and plan documents.
  - c. Describe any anticipated major transition issues during implementation.

- 9.9 Recognizing that Medicare Risk Adjustments (MRA) are essential to revenue maximization, describe each of the following:
- a. The risk adjustment transition plan for Medicare-eligible retiree population, including the activities that will take place before, during, and after the go-live date.
  - b. The methodology and technology used to determine estimated Medicare Member risk scores.
  - c. The metrics available to evaluate the risk score submission trends.
  - d. The type of data analyses performed to identify dual eligibility, low-income subsidy eligibility, Medicaid eligibility, and End Stage Renal Disease (ESRD) eligibility.
  - e. The process for reconciling Member risk scores with risk scores on file with CMS, tracking Member risk scores, and tracking the financial impact of risk-adjusted scores. Include in your response any innovative programs utilized to improve the accuracy of the risk scores and any increase in scores Respondent(s) has achieved.
  - f. How risk adjustment strategies impact the pharmacy risk score.
  - g. The process to ensure pending claims/encounters are processed timely and correctly to facilitate inclusion in the MRA data submission to CMS. Description may include MRA Submission audit results for each of the last three (3) years. Include findings and any sanctions or assessments. Any additional approaches to risk adjustment.
  - h. The process to ensure the most specific ICD-10-CM diagnosis codes are used.
  - i. Risk modeling used to detect possible conditions that are not being captured correctly on diagnosis coding.
  - j. Process to monitor completeness of risk data on provider claims (e.g., compare a provider's data with benchmarks for typical numbers of secondary diagnoses; percentage of patients with specific chronic conditions).
  - k. The process to identify incomplete coding at the Member level to ensure all conditions are identified through clinical medical and pharmacy claim review.
  - l. Provider education program around the importance of the data and medical records used for risk adjustment.
  - m. Quality control or audit process for provider claims data.
  - n. The process for correcting incomplete claims submissions prior to encounter data transmission to CMS.
  - o. The process to encourage Members without primary care visits to see providers during each year.
  - p. Incentives given to providers to submit complete and accurate data for risk adjustment.
  - q. Provider requirements around Healthcare Effectiveness Data and Information Set (HEDIS) data submission.
- 9.10 Describe any discipline, fines, litigation and/or government action taken, including CMS, against Respondent or any entities of Respondent during the last five (5) years regarding the performance of services similar to those required in this RFP.

**THIS SPACE INTENTIONALLY LEFT BLANK**

## 10 PLAN DESIGNS PROPOSAL

The covered benefits outlined in Attachment H: Covered Benefits and Services, illustrate the covered benefits for the PPO plans currently offered by the Program. The AV of each plan (standard and high deductible health plan (HDHP)) is: eighty-nine percent (89%) for the standard plan; and, seventy-eight percent (78%) for the HDHP plan. The covered benefits are being provided as a reference only. Neither "Plan Design A" nor "Plan Design B" are required to match the listed covered benefits or applicable copayment and deductible amounts shown.

**Instructions:** Respondents must provide two (2) proposed MA-PD plan designs.

The first proposed plan design must be labeled "Plan Design A" and have a minimum actuarial value of eighty-nine percent (89%). "Plan Design A" may have an actuarial value greater than eighty-nine percent (89%). For "Plan Design A" with an actuarial value that exceeds eighty-nine percent (89%), ten (10) points will be awarded for each full percentage point above eighty-nine percent (89%). The maximum points that can be earned is 100 points. "Plan Design A" must include an attestation by an actuary certifying the actuarial value for "Plan Design A" submitted in response to this section.

The second proposed plan design must be labeled "Plan Design B" and have a minimum actuarial value of seventy-eight percent (78%). "Plan Design B" may have an actuarial value greater than seventy-eight percent (78%). For "Plan Design B" with an actuarial value that exceeds seventy-eight percent (78%), five (5) points will be awarded for each full percentage point above seventy-eight percent (78%). The maximum points that can be earned is 50 points. "Plan Design B" must include an attestation by an actuary certifying the actuarial value for "Plan Design B" submitted in response to this section.

**THIS SPACE INTENTIONALLY LEFT BLANK**

## 11 FINANCIAL PROPOSAL

**Instructions:** Provide the information required in Attachment C. Failure to provide the information requested in accordance with these instructions will result in rejection of Respondent's Proposal. The Department will review and consider the financial proposal submitted by each Respondent.

Each Respondent must submit proposed premiums for one (1) plan design with a minimum actuarial value of eighty-nine percent (89%) ("Plan Design A") and one (1) plan design with a minimum actuarial value of seventy-eight percent (78%) ("Plan Design B").

Proposed monthly premium rates **cannot exceed** the Medicare Monthly Premium Rates listed in the Premium Rate Table, on page 10 of this RFP. Proposed monthly premium rates for Plan Design A **cannot exceed** the monthly premium rates for the self-insured PPO/HMO Standard plan for Medicare I, II, and III tiers. Proposed monthly premium rates for Plan Design B **cannot exceed** the monthly premium rates for the self-insured PPO/HMO HDHP plan for Medicare I, II, and III tiers.

### 11.1 Historical Claims Data

Respondent can refer to claims data shown in Attachment E (Paid Claims File) to prepare its financial proposal. Data represents paid claims during the period 1/1/17 to 12/31/18, regardless of incurred service date.

### 11.2 Nationwide Access

Respondent must select a "Yes" response next to each zip code in which it is authorized and willing to provide network access in Attachment C-2.

### 11.3 Proposed Premiums for "Plan Design A" with Minimum Actuarial Value of 89%

Respondent must provide a proposed monthly MA-PD premium for calendar year 2020 for every county in which Respondent plans to offer its proposed plan design with a minimum actuarial value of eighty-nine percent (89%) ("Plan Design A"). Respondent must select "Yes" for each county in which Respondent is authorized and willing to provide MA-PD coverage unless Respondent confirms it will offer coverage in all counties. Respondent can only provide one proposed monthly premium rate regardless of counties selected for each plan design.

### 11.4 Proposed Premiums for "Plan Design B" with Minimum Actuarial Value of 78%

Respondent must provide a proposed monthly MA-PD premium for calendar year 2020 for every county in which Respondent plans to offer its proposed plan design with a minimum actuarial value of seventy-eight percent (78%) ("Plan Design B"). Respondent must select "Yes" for each county in which Respondent is authorized and willing to provide MA-PD coverage unless Respondent confirms it will offer coverage in all counties. Respondent can only provide one proposed monthly premium rate regardless of counties selected for each plan design.



## FORM 1: RESPONDENT CERTIFICATION

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

1. The above-named Respondent understands that all information provided by and representations made by the Respondent are material and will be relied on by the Department in awarding the Contract. The Department reserves the right to investigate all representations and any other information the Department deems pertinent. Any misstatement will be treated as fraudulent concealment from the Department of true facts relating to the submission of the proposal. A misrepresentation will be punishable by law, including but not limited to Chapter 817, Florida Statutes. Accordingly, all information and representations contained in this Proposal are true and accurate to the best of my knowledge, and no modifications have been made to this RFP or forms submitted with the Respondent's Proposal.
2. The above-named Respondent has not been placed within the last thirty-six (36) months on the Department's Convicted Vendor List or on a similar list maintained by any other governmental entity.
3. The above-named Respondent is not currently under suspension of debarment by the State of Florida or any other governmental entity.
4. The above-named Respondent and its affiliates, subsidiaries, directors, officers, and employees are not currently under any known investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
5. The above-named Respondent has not been defaulted by the State of Florida under any contract.
6. The above-named Respondent has fully informed the Department in writing of all convictions of the Respondent; its affiliates (as defined in subsection 287.133(1)(a), Florida Statutes); and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
7. Neither Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor or position involving the administration of federal funds:

- a. Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicated for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state or local government transaction or public contract; violation of federal or state falsification or destruction of records, making false statements or receiving stolen property; or
  - b. Has within a three-year (3) period preceding this certification had one (1) 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 proposal.
9. Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Proposal.
10. The prices and amounts have been arrived at independently and without consultation, communication or agreement with any other Respondent or potential Respondent; neither the prices nor the amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent and they will not be disclosed before the RFP opening.
11. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for the Contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**

\_\_\_\_\_, 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 (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion on any public contract.

Signature of Authorized Representative:

\_\_\_\_\_

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

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

Date: \_\_\_\_\_, 2019

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**FORM 2 – CONTACT INFORMATION**

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

Should the Respondent be awarded the Contract, the Account Manager's contact information will be:

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

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

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

**FORM 3: NOTICE OF CONFLICT OF INTEREST**

**Company Name** \_\_\_\_\_

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, 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 4 – NON-COLLUSION AFFIDAVIT**

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Firm)

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

1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this Contract, or to submit a price(s) higher that the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(Name of Firm)  
are not currently under investigation, by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion on any public contract.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**FORM 5 - STATEMENT OF NO INVOLVEMENT**

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

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the statement of work, if applicable.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

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

## FORM 6 – MANDATORY RESPONSIVE REQUIREMENTS

Note: For the column “Respondent Page # of Proposal”, Respondents should indicate the page number where the corresponding section reference is listed within their Proposal.

SOLICITATION SECTION REFERENCE	RESPONSIVE REQUIREMENTS	RESPONDENT PAGE # OF PROPOSAL
3.3.1	The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.	N/A
3.3.2	The Respondent certifies that the Respondent is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.	N/A
3.3.3	The Respondent certifies that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, should the Respondent be awarded a Contract. Website: www.sunbiz.com	N/A
3.3.4	Respondent certifies that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.	N/A
3.3.5	Respondent certifies its ability to meet the Minimum Qualifications, in accordance with Section 5.	N/A
3.3.6	Respondent certifies its ability to provide the Minimum Service Requirements, in accordance with Section 6.	N/A
3.3.7	Respondent has submitted Attachment F: Confidentiality & Non-Disclosure Agreement and Attachment G: Notice of Intent to Submit a Proposal and has re-submitted Attachment F: Confidentiality & Non-Disclosure Agreement, with its Proposal.	
3.3.8	Respondent has submitted a letter from at least one (1) public sector client confirming the Respondent has provided MA-PD plans valued at \$25 million or more in annual earned premium. The letter should be signed by an authorized representative of the client on or after April 15, 2019.	



3.3.9	Respondent has provided Plan Design Proposals, in accordance with Section 10.	
3.3.10	Respondent has provided Attachment C: Financial Proposal, in accordance with Section 11.	
3.3.11	Respondent has provided a completed Form 1 of this RFP.	

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

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

**THIS SPACE INTENTIONALLY LEFT BLANK**