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**Ron DeSantis, Governor**  
Jonathan R. Satter, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**DIVISION OF STATE GROUP INSURANCE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**GROUP VISION BENEFITS INSURANCE**  
**RFP NO.: DMS-20/21-052**

**Refer ALL Inquiries to:**  
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Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.2Z  
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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 (as altered by section 110.123(3)(d)4, Florida Statutes), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

**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 seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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**PURCHASING FORMS:**

- FORM 1 – MANDATORY RESPONSIVE REQUIREMENTS
- FORM 2 – RESPONDENT CERTIFICATION
- FORM 3 – CERTIFICATION OF DRUG-FREE WORKPLACE
- FORM 4 – NOTICE OF CONFLICT OF INTEREST
- FORM 5 – NON-COLLUSION AFFIDAVIT
- FORM 6 – STATEMENT OF NO INVOLVEMENT
- FORM 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

**ATTACHMENTS:**

- ATTACHMENT A: DRAFT CONTRACT
- ATTACHMENT B: FINANCIAL PROPOSAL
- ATTACHMENT C: NETWORK ACCESS
- ATTACHMENT D: ENROLLMENT FILE LAYOUT AND SCHEDULE
- ATTACHMENT E: CENSUS FILE
- ATTACHMENT F: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
- ATTACHMENT G: NOTICE OF INTENT TO SUBMIT A PROPOSAL

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## **Section 1 INTRODUCTION**

### **1.1 Purpose**

The Florida Department of Management Services (“Department”) invites interested Respondents to submit Proposals in accordance with this Request for Proposals, RFP No.: DMS-20/21-052 (“RFP”) for Group Vision Benefits Insurance. The purpose of this RFP is to establish a Contract(s) for voluntary group vision benefits insurance, as described herein.

The annual spend for the Contract(s) from this solicitation is estimated to be \$11,500,000. This estimate is for informational purposes only and should not be construed as representing any actual, guaranteed, or minimum spend under any new contract.

The Department seeks Proposals from vision insurance carriers, licensed to do business in the State of Florida, as either a health insurer under chapters 627 or 636, Florida Statutes, a prepaid limited health plan under chapter 636, Florida Statutes, or a health maintenance organization under chapter 641, Florida Statutes. The Department seeks a qualified Respondent(s) to provide all appropriate Services and benefits associated with the vision plan(s) it proposes, beginning January 1, 2022. These services are being procured in accordance with Chapter 110, Florida Statutes.

### **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 section 110.117(1), Florida Statutes.

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

“Confidential Information” means information that is confidential, proprietary, trade secret, or otherwise not subject to public disclosure pursuant to section 24, Article I of the Florida Constitution, Chapter 119, Florida Statutes, or 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 Manager” means those persons designated pursuant to section 11.6 of the Draft Contract (Attachment A).

“Data” or “State of Florida Data” means representation of information, knowledge, facts, concepts, computer software, or computer programs or instructions (including any that is exempt; confidential; or Protected Health Information 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), that is received by the Contractor, or created by the Contractor, in the performance of the Services under the Contract. State of Florida Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film,

microfilm, or microfiche. State of Florida Data includes the original form of the State of Florida Data and all metadata associated with the State of Florida Data.

“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.

“Department” means the Florida Department of Management Services or its designee.

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

“Effective Date” means the date the Contract is fully executed by all Parties and therefore signals the start of implementation and transition activities.

“Eligible Dependent” means a dependent of an enrolled Subscriber, as defined by the Florida Administrative Code and Florida Statutes.

“Final Implementation Plan” means the written description provided by the Respondent, 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 January 1, 2022 at 12:00 A.M., Eastern Time (EST), the anticipated first date Services are provided to Participants.

“Medical Consumer Price Index” means the one (1) of eight (8) components of the Consumer Price Index which is a measurement of the United States Bureau of Labor Statistics (BLS). The Consumer Price Index (CPI), including the specific Medical CPI index can be found on the BLS site, updated monthly on a rolling twelve (12) month basis. The CPI measures inflation by tracking retail prices of a good or service of a constant quality and quantity over time. The Medical CPI captures changes in out-of-pocket household spending over time. Each month, the various item indexes reflects the observed price changes, aggregating up to the all items CPI.

“Participants” means all Subscribers and their enrolled Eligible Dependents.

“Performance Guarantees” means specific measurement indicators assigned to Contract tasks representing timeliness and quality of task output. Performance Guarantees will be designated “PG” numbers, as referenced in this solicitation and all Attachments.

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

“Proposal” means the documents submitted by the Respondent in response to this RFP, any supplemental responses, etc.

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

“RFP” means Request for Proposals No. DMS-20/210-052 Group Vision Benefits Insurance, including all attachments and addenda to the Request for Proposals.

“Rural Area” means approximately less than 1,000 persons per square mile.

“Service Provider” or “Contractor” means the responsive and responsible Respondent(s), awarded a Contract, if any, pursuant to this RFP.

“Services” means the services to be performed by the Contractor.

“State” means the State of Florida.

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

“Subscriber”, “Enrollee”, or “Member” means the enrolled employee, retiree, surviving spouse, or Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) participant that is the primary insured, as defined in Rule 60P-1.003, Florida Administrative Code, and Florida law.

“Suburban Area” means approximately between 1,000 to 3,000 persons per square mile.

“Technical Information Response” means the responses to each of the Technical Information questions and requests for information, submitted by the Respondent in response to section 9 of this RFP.

“Urban Area” means approximately greater than 3,000 persons per square mile.

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

Per section 110.123, Florida Statutes, the Department’s Division of State Group Insurance administers the State Group Insurance Program (“Program”), including this voluntary benefit program option. The Program is 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 employees and retirees, COBRA participants and covered spouses and/or children (“Dependents”). Each enrolled employee, retiree, surviving spouse, or COBRA participant that is the primary insured is a “Subscriber”, “Enrollee”, or “Member.” Each individual person covered under the Program is a “Participant.”

Those eligible to opt in for vision insurance include full-time employees and Other Personnel Services (OPS)/Variable Hour employees who work an average of thirty (30) hours or more per week, and their Dependents. Vision benefits under the Program are currently offered through Humana and Enrollees currently have two (2) options— a materials only plan and a materials and services plan. As of June 30, 2020, the Humana vision plan enrollment was 81,499 Subscribers. The Program administration system is People First, which is also used to conduct eligibility and enrollment, and for remittance of premiums.

The successful Respondent(s) must provide the Services required to be performed pursuant to this RFP, as described in section 9, Technical Information Response, section 10, Plan Design Proposal, and the Draft Contract (Attachment A). In accordance with this RFP and the resulting Contract(s), if awarded, Respondent(s) shall provide all appropriate Services and benefits associated with the Plan Design it proposes.

The Department reserves the right to reject all Proposals to this RFP.

#### 1.4 Procurement Officer

The Procurement Officer is the **sole point of contact** for all communications regarding this RFP as described in PUR 1001, Section 21.

Shannon Bagenholm, Procurement Officer  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.2Z  
Tallahassee, FL 32399-0950  
Telephone: (850) 410-2404  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

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

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise contains Confidential Information, the Respondent is to place the word "Confidential" in the subject line. (See also section 2.15 of this RFP for more information on Confidential Information.)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period (Saturdays, Sundays, and State holidays excluded) following the agency posting the Notice of Intended Award 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 or as provided in the solicitation documents. **Violation of this provision may be grounds for rejecting a Proposal.**

Any such contact by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective Subcontractor to a Respondent is assumed to be made on behalf of a Respondent unless shown otherwise.

#### 1.5 Anticipated Contract Term

The Department anticipates the Contract will be entered into by April 1, 2021, allowing the successful Respondent(s) up to nine (9) months for implementation and to provide transition services before providing Services under the Contract resulting from this RFP. The Implementation Date is the date on which the Respondent will begin the delivery of Services to Participants. The Implementation Date of the Contract Services is anticipated to be January 1, 2022. The anticipated length of the initial term of the Contract is three (3) years from the Implementation Date, January 1, 2022. The Contract may be renewed, in whole or in part, for a period not to exceed three (3) years or the term of the original Contract, whichever is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and subject to the availability of funds. 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 the Respondent's sole responsibility to check the Vendor Bid System (VBS) for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

Timeline of Events	Event Time (ET)	Event Date
RFP posted on the VBS.		12/8/2020
Respondent deadline to submit the Confidentiality & Non-Disclosure Agreement (Attachment G) and the Notice of Intent to Submit a Proposal (Attachment H) to the Procurement Officer	3:00 PM	12/11/2020
Respondents' questions due to the Procurement Officer.	4:00 PM	12/21/2020
Department's anticipated posting of answers to Respondents' questions on the VBS.		1/5/2021
Deadline to submit Proposal and all required documents to the Procurement Officer.	3:00 PM	1/19/2021
Public Opening. GoToMeeting - Ways for Public to join / attend meeting: <ul style="list-style-type: none"> <li>Join from computer, tablet or smartphone: <a href="https://global.gotomeeting.com/join/806214125">https://global.gotomeeting.com/join/806214125</a></li> <li>Join by dialing in using a phone: United States (Toll Free): <a href="tel:18773092073">1 877 309 2073</a> United States: <a href="tel:+16467493129">+1 (646) 749-3129</a> Access Code: 806-214-125</li> <li>Join from video-conferencing room or system: Dial in or type: 67.217.95.2 or <a href="http://inroomlink.goto.com">inroomlink.goto.com</a> Meeting ID: 806 214 125 Or dial directly: 806214125@67.217.95.2 or 67.217.95.2##806214125</li> </ul> New to GoToMeeting? Get the app now and be ready when your first meeting starts: <a href="https://global.gotomeeting.com/install/806214125">https://global.gotomeeting.com/install/806214125</a>	3:30 PM	1/19/2021
Formal Evaluations Conducted.		1/22/2021 – 2/22/2021
Public Meeting for Evaluators to confirm scores. GoToMeeting - Ways for Public to join / attend meeting: <ul style="list-style-type: none"> <li>Join from computer, tablet or smartphone: <a href="https://global.gotomeeting.com/join/156369677">https://global.gotomeeting.com/join/156369677</a></li> <li>Join by dialing in using a phone: United States (Toll Free): <a href="tel:18773092073">1 877 309 2073</a> United States: <a href="tel:+15713173129">+1 (571) 317-3129</a> Access Code: 156-369-677</li> <li>Join from video-conferencing room or system:</li> </ul>	10:00 AM	2/26/2021



Timeline of Events	Event Time (ET)	Event Date
Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 156 369 677 Or dial directly: 156369677@67.217.95.2 or 67.217.95.2##156369677 New to GoToMeeting? Get the app now and be ready when your first meeting starts: <a href="https://global.gotomeeting.com/install/156369677">https://global.gotomeeting.com/install/156369677</a>		
Anticipated date to post Notice of Intent to Award.		3/2/2021
Anticipated Contract Implementation Date.		1/1/2022

### 1.7 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 E**) to complete the Network Access portion (**Attachment C**), directly from the Procurement Officer. The Census File contains 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 section 1.6, Timeline of Events. The Department will not accept any modifications to these forms. **A Respondent whose Confidentiality and Non-Disclosure Agreement (Attachment F) or Notice of Intent to Submit a Proposal (Attachment G) is not received by the Procurement Officer on or before the due date indicated in the Timeline of Events, section 1.6, shall be deemed non-responsive by the Department.**

Upon timely receipt of the fully executed forms, the Department will make the Census File (**Attachment E**) available through a secure download link that will be shared with Respondents after the Attachment F submission due date in the Timeline of Events and not prior to that date. **The Department will send the download link to the email address provided by the Respondent in Attachment F. Upon opening the link, the Respondent will be prompted to verify the email address by receiving and entering a verification code in order to access the files in the shared link.** Note: Respondents may need to check spam/junk email folders for the verification code.

The Census File (Attachment E) includes employee eligibility and enrollment information as of October 2020 and provides the following components:

- Date of birth
- Gender
- Home ZIP code
- Plan name (if currently elected)
- Plan coverage tier (if currently elected)
- Status (active or COBRA)

## Section 2 SOLICITATION PROCESS

Respondents 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 E 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 Respondent 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 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 to this RFP; and
- The Department's Draft Contract (Attachment A).

### 2.3 Official Notices

All notices, decisions, intended decisions, addenda, and other matters relating to this procurement will be electronically posted on the VBS website located at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

**IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENTS TO CHECK THE VBS FOR INFORMATION AND UPDATES.**

### 2.4 Addendum to the Solicitation

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

### 2.5 Questions and Answers

Respondents will submit all questions regarding this solicitation in writing to the Procurement Officer by email during the Question and Answer period. The deadline for submission of questions is reflected in section 1.6, of this RFP.

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

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute formal protest of the specifications or of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

## **2.6 Florida Substitute Form W-9 Process**

It is the responsibility of the awarded Respondent(s), if any, to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com>.

The awarded Respondent, 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 MFMP Registration**

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

The awarded Respondent(s) shall pay the required MFMP transaction fee(s) as specified by statute, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

## **2.8 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) 922-7535 or [ADA.Coordinator@dms.myflorida.com](mailto:ADA.Coordinator@dms.myflorida.com), 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).

## **2.9 Receipt of Proposals**

### **2.9.1 Proposal Deadline**

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

Shannon Bagenholm, Procurement Officer  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.2Z  
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 the Respondents and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

## **2.9.2 Clarifications to Proposals**

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 clarification or additional information at any time.

## **2.10 Cost of Preparation**

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

## **2.11 Electronic Posting of Department Decisions**

The Department will 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).

## **2.12 Respondent Firm Proposal**

The Department may make an award within one hundred eighty (180) Calendar Days after the date of 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 date the Proposals were due. 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.

## **2.13 Use of Proposal Contents**

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

## **2.14 Redacted Submissions**

The following sections supplement Section 19 of the PUR 1001.

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, Florida Statutes, provides a broad definition of "public record." As such, all Proposals are public records unless exempt by law. If the Respondent considers any portion of the material submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise confidential under Florida or federal law, the Respondent is to mark the document as "Confidential" and simultaneously provide the Department with a separate, redacted copy of its Proposal. For each portion of material redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Department's solicitation name and number shall be clearly titled "Redacted Copy." Only portions of material that the Respondent claims are confidential are to be redacted.

In accordance with section 119.0701, Florida Statutes, sealed Proposals received by an agency pursuant to a competitive solicitation are exempt from public records requests until such time as the

Department provides notice of an intended decision or until thirty (30) days after opening the Proposals, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the redacted copy to the requestor. If a requestor asserts a right to the confidential information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the demand and for defending its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as trade secret or otherwise confidential, the Department will produce the materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are trade secret or otherwise confidential. **If a Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these documents, data, or records.**

## **2.15 General Instructions to Respondents (PUR 1001 Form) and General Contract Conditions (PUR 1000 Form)**

The Florida Administrative Code requires that the Department include the standard PUR 1001 Form "General Instructions to Vendors" and the PUR 1000 "General Contract Conditions" with this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation will take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take precedence. The PUR 1001 and the PUR 1000 forms can be found at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

The Department is permitted by the Florida Administrative Code to override the provisions of both forms. Accordingly, Sections 4, 10, 13, 16, 18, and 20 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.

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

### **Section 3. Electronic Submission of Responses**

Proposals shall be submitted in accordance with section 3.1, Submittal of Proposals, of this RFP.

### **Section 5. Questions**

Questions shall be submitted in accordance with section 2.5, Questions and Answers, of this RFP.

### **Section 9. Respondent's Representation and Authorization**

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

- a. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act, prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- c. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract, nor has it defaulted under any contract with the State.
- d. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive Proposal.
- e. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; and neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation's public opening.
- f. No attempt has been made or will be made to induce any firm or person to refrain from submitting a Proposal, 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.
- g. The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the Respondent 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.
- h. Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
  - 1) Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly

- charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- 2) Has within a three (3) year period preceding the release of this RFP, had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- i. The commodities or contractual services provided by the Respondent will conform to the specifications without exception.
  - j. The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with the terms and conditions in Attachment A: Draft Contract.
  - k. If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
  - l. The 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.
  - m. The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees against any cost, damage or expense, which may be incurred or be caused by any error in the Respondent's preparation of its Proposal.
  - n. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Proposal. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
  - o. If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.
  - p. By submitting its Proposal, the Respondent agrees to and waives any objections to requirements contained in the solicitation, including any addenda thereto.

#### **Section 14. Firm Response**

Proposals will be held firm in accordance with section 2.12, Respondent Firm Proposal, of this RFP.

#### **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 Subcontracting**

The successful Respondent(s) is fully responsible for all work performed under the resultant Contract of this solicitation. If a Respondent intends to use any subcontractors to perform the work, such subcontractors shall be identified as required by RFP section 8.3 (Subcontractors Questionnaire Form). If a Respondent should need to replace a subcontractor prior to the Department's issuance of the 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. A new Subcontractor Form shall be provided with the request. Use of subcontractors is 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 the 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 the Respondent and be seamless and transparent to both the Participants and the Department.

## **2.18 Protests**

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

### **2.18.1 Time Limits for Filing Protests**

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

### **2.18.2 Bond Must Accompany Protest**

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond equal to one percent (1%) of the Department's estimated Contract amount. The estimated contract amount for any protest of this procurement is \$345,000,000.

The estimated Contract amount is not subject to protest. The bond must be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the



administrative hearing in which action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order. An original cashier's check, official bank check, or money order must be posted in the same fashion as a protest bond.

**FAILURE TO TIMELY POST AN ORIGINAL BOND OR OTHER SECURITY REQUIRED BY LAW WILL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

**2.18.3 Filing a Protest**

A formal written protest is "filed" when **actually received** by the Procurement Officer listed in section 1.4 of this RFP 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 is the sole responsibility of the protestor, and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor.

A protest bond must be posted together with the formal written protest. A protest bond is "posted" when the original bond is physically tendered to the Procurement Officer or Agency Clerk. Bonds (and cashier's checks, official bank checks, or money orders) cannot be posted by facsimile, email, or other transmission that does not result in the original being physically tendered to the Department. Actual posting of a bond by the deadline is 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 SECTION 120.57(3), FLORIDA STATUTES (as altered by section 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.**

**2.19 Department's Reserved Rights**

**2.19.1 Waiver of Minor Irregularities**

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this RFP that does not affect the price of the Proposal or give the Respondent a substantial advantage over other Respondents (thereby restricting or stifling 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 clarifying material to correct the irregularity. However, the Department will not request, and a Respondent may not provide the Department with, additional materials that affect the price of the Proposal or give the Respondent an advantage or benefit not enjoyed by other Respondents.

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

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

### **2.19.3 Rejection of All Proposals**

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

### **2.19.4 Withdrawal of RFP**

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

### **2.19.5 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 and the Department will have no liability to any Respondent if it does so.

### **2.19.6 No Contract Until Execution**

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

## **Section 3 RESPONDING TO THE RFP**

### **3.1 Submittal of Proposals**

The Respondent is responsible for ensuring the Department receives its Proposal no later than the date and time provided in section 1.6, Timeline of Events, of this RFP (or as revised by addenda). Proposals that are not timely submitted with all required information may be deemed non-responsive. All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondent and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondent.

**The Respondent shall clearly mark the outside of each sealed package with the solicitation number, Respondent's name, and the Procurement Officer's name.** In order to preserve Confidentiality, the Respondent must indicate that the materials are confidential, proprietary, or trade secret at the time of submission and comply with the provisions of section 2.14 of this RFP.

The Respondent is to submit its entire Proposal, in the format provided in section 3.4, in a properly marked, sealed envelope(s)/box(es) containing the following:

1. A cover letter on the Respondent's letterhead with the following information:
  - a. Company name and physical address;
  - b. Primary location from where the work will be performed;
  - c. Contact information for primary point of contact, including phone number and email address; and
  - d. Federal Employer Identification (FEID) Number.
2. One (1) electronic, *unredacted* copy of the entire Proposal (containing Tab 1 through Tab 11) in Adobe (.pdf) format and one (1) completed, *unredacted* Attachment B: Financial Proposal in original file format (Excel .xls) on CD-ROM or USB "thumb drive"; and
3. One (1) electronic, *redacted* copy of the entire Proposal (containing Tab 1 through Tab 11) in Adobe (.pdf) format and one (1) completed, *redacted* Attachment B: Financial Proposal in original file format (Excel .xls), on CD-ROM or USB "thumb drive" (if applicable, as described in section 2.14, ("Redacted Submissions") of this RFP). Note: Respondent is responsible for ensuring that all metadata contained in the electronic, redacted copy is removed from it.

Respondent should include the Respondent's name along with the attachment name in all electronic file names. All CD-ROM and thumb drives should be labeled with Respondent's name and the solicitation number.

All electronic documents are to be searchable to the fullest extent practicable.

### **3.2 Proposal Form**

Proposals should provide a concise description of Respondent's ability to provide the solution sought by the solicitation. Properly referenced Proposals may be in the form of informational materials and brochures, but should be specific to the issue raised or question asked. Proposals must respond to the issue raised or question posed. When responding to specific questions, Respondents should reprint each question in its entirety in the Proposal.

**The Respondent's Proposal may not apply any conditions, caveats, or exceptions to any aspect of the solicitation or any resulting contract. The only recognized changes to the solicitation or any resulting contract, prior to the opening of Proposals, will be by written addenda issued by the Department.**

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

Proposals will consist of the content described in sections 3.1 through 3.5, which will be submitted together as prescribed in section 3.1, Submittal of Proposals, of this RFP.

### **3.3 Mandatory Responsive Requirements**

**The Department will not evaluate Proposals that do not meet the mandatory requirements listed below.**

The Respondent's Technical Information Response (section 9) will be addressed at the evaluation phase and will not be evaluated for the responsive determination.

**A Proposal will be deemed non-responsive if it fails to contain (or with regard to section 3.3.3, if the Respondent has failed to timely submit prior to submitting a Proposal):**

**3.3.1 Form 1.** Respondent must submit a signed Form 1 certifying they meet the requirements contained in the form.

**3.3.2 Form 2.** Respondent must provide a completed Form 2 of this RFP.

**3.3.3 Non-Disclosure and Intent to Submit a Proposal.** Respondent must submit Attachment F: Confidentiality & Non-Disclosure Agreement and Attachment G: Notice of Intent to Submit a Proposal, in accordance with section 1.6, Timeline of Events.

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

**3.3.4** Respondent must submit a letter from at least one (1) public sector client confirming the Respondent has provided that client with Group Vision benefits plans valued at \$11,500,000 or more in annual earned premium in the last three (3) years. The letter should be signed by an authorized representative of the client.

**3.3.5 Plan Design Proposal.** The Respondent must provide Plan Design Proposal in accordance with sections 3.1, 3.4, and 10 of this RFP.

**3.3.6 Financial Proposal.** The Respondent must provide Attachment B: Financial Proposal in accordance with the instructions contained therein and in sections 3.1, 3.5, and 11 of this RFP.

**Failure to submit a completed Attachment B will result in the Respondent being deemed non-responsive and disqualify such Proposal from further consideration.**

### **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 transmittal letter should be signed by an individual who is authorized to commit Respondent to the Services and requirements as stated in this RFP.

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

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

#### **TAB 3: Declaration of Proprietary, Trade Secret, or Other Confidential Information**

A listing of information that is claimed to be exempt from public disclosure should be provided immediately following the table of contents. In order to maintain the confidentiality of the

information, this listing shall identify each section of the Proposal which has been excluded from the redacted copy provided with the Proposal as described in section 2.14 of this RFP.

**TAB 4: Executive Summary**

Respondent should condense and highlight the contents of the Proposal 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: Purchasing Forms**

The following forms attached to this RFP should be completed and attached in their entirety with the signature of the Respondent’s authorized agent.

- Form 3 – Certification of Drug-Free Workplace
- Form 4 – Notice of Conflict of Interest
- Form 5 – Non-Collusion Affidavit
- Form 6 – Statement of No Involvement
- Form 7 – Addendum / Amendment Acknowledgement Form

The Respondent should also include a copy of the signed Attachment F: Confidentiality & Non-Disclosure Agreement that was submitted prior to the deadline specified in section 1.6, Timeline of Events, of this RFP. The Respondent should also include an updated Page 3 (“Respondent’s Employees Who Will be Given Access to the Confidential Health Information”) of the Attachment F: Confidentiality and Non-Disclosure Agreement Page 3, listing any additional employees who will be given access to the Confidential Health Information if employees other than those originally listed will require access to it.

**TAB 8: Form 1, Form 2, and Client Letter - Mandatory**

The following forms must be completed and provided in their entirety.

- A signed Form 1: Mandatory Responsive Requirements
- A completed Form 2: Respondent Certification
- A letter, signed on or after December 8, 2020, from at least one (1) public sector client confirming the Respondent has provided that client with Group Vision benefits plans valued at \$11,500,000 or more in annual earned premium in the last three (3) years. The letter should be signed by an authorized representative of the client.

### **TAB 9: Respondent's Plan Design Proposal (RFP Section 10) - Mandatory**

Respondents must provide one (1) proposed Vision Plan Design. The proposed plan design must have a signed actuarial memorandum attesting to the conditions of section 10 of this RFP, which require a minimum Plan Design with an actuarial value of at least ninety-five percent (95%) of the current Vision benefits, as adjusted by any 2019 and 2020 Medical Consumer Price Index (CPI). The Plan Design must include an attestation by an actuary certifying the actuarial values for the proposed Plan Design to be considered.

**Failure to provide a plan design in accordance with section 10 will result in the Respondent's Proposal being deemed non-responsive and will disqualify such Proposal from further consideration.**

### **TAB 10: Respondent's Technical Information Response (RFP Section 9)**

Respondents should restate and respond to all parts of each Technical Information question and request for information in accordance with the instructions described in section 9 of this RFP. Respondents must submit the final version in accordance with section 3.1. 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 section 4.3.1 ("Scoring of Section 9: Technical Information Response") of this RFP for scoring.

### **TAB 11: Respondent's Additional Proposal Attachments**

The following documents, which are requested throughout this RFP and which supplement the responses provided in Tab 10, should be submitted as separate attachments within this Tab of the Proposal. These attachments should be labeled "[name of RFP section title] – [name of required document]" (e.g., Minimum Qualifications – Department of State Certificate).

Note: In the list below, "MQ" stands for "Minimum Qualifications," "CI" stands for "Corporate Information," and "TI" stands for "Technical Information." Minimum Qualifications are in section 5, Corporate Information is in section 7, and the Technical Information is in section 9.

1. Tab 11 Attachment MQ-5.2: Network Access (Attachment C in in original file format [Excel .xls])
2. Tab 11 Attachment MQ-5.4: Licensure
3. Tab 11 Attachment MQ-5.5: Public Sector Client References
4. Tab 11 Attachment MQ-5.8: Department of State Certificate
  - Note: If not currently registered, the required certification that registration will occur prior to Contract execution is satisfied by the certification to such on Form 1.
5. Tab 11 Attachment CI-7.4: Audited Financial Statement
6. Tab 11 Attachment TI-9.1: Implementation Plan
7. Tab 11 Attachment TI-9.2: Implementation Organizational Chart
8. Tab 11 Attachment -TI-9.7: Open Enrollment Announcement Package
9. Tab 11 Attachment TI-9.8: Welcome Package

10. Tab 11 Attachment TI-9.12: Call Center Reports
11. Tab 11 Attachment TI-9.13a: Appeals/Grievance Process
12. Tab 11 Attachment TI-9.13b: Appeals/Grievance Sample Communications
13. Tab 11 Attachment TI-9.15: Network Breakdown
14. Tab 11 Attachment TI-9.20: Provider Satisfaction Survey
15. Tab 11 Attachment TI-9.24: Disaster Recovery Simulation

### **3.5 Financial Proposal (RFP Section 11) - Mandatory**

The Financial Proposal form is located under the Microsoft Excel document labeled **Attachment B: Financial Proposal**.

Respondents must complete the Financial Proposal (Attachment B) in accordance with the instructions described therein and in section 11 of this RFP. The Respondent may not add additional tabs to the workbook. Respondents must submit the final electronic version (on CD-ROM or USB “thumb drive”) of the **Financial Proposal**. (See also section 3.1, Submittal of Proposals).

**Failure to submit a completed Attachment B will result in the Respondent’s Proposal being deemed non-responsive and disqualify such Proposal from further consideration.**

**Notice Regarding Use of Microsoft Excel.** Cells which have been highlighted yellow require a response from the Respondent. Respondent shall complete the Premium Rate Schedule as provided in Attachment B.

### **3.6 Draft Contract**

Attachment A is the Department’s Draft Contract. By submitting a Proposal, the Respondent acknowledges its understanding and acceptance of all terms and conditions therein. If a Respondent has questions regarding any of the terms, it is encouraged to submit those during the Question & Answer period. 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.

## **Section 4 EVALUATION METHODOLOGY**

The Department intends to award a Contract(s) to the responsible and responsive Respondent(s) whose Proposal(s) is determined to be most advantageous to the State, considering all of the evaluation criteria. The Department anticipates awarding a single Contract, but reserves the right to award multiple Contracts its sole discretion.

### **4.1 Evaluation Process - General Overview**

The Department will appoint evaluators who will evaluate and score the Technical Information Response (section 9) of the responsive Proposals using the evaluation criteria and the scoring

guidelines set forth below in sections 4.2 and 4.3. The Procurement Officer will review and score the Plan Design Proposal (section 10) and Financial Proposal (Attachment B) using the evaluation criteria and the scoring guidelines set forth below in sections 4.2, 4.3.2 and 4.3.3.

The Department will evaluate and score Proposals consistent with sections 4.2 and 4.3 below.

## **4.2 Evaluation Criteria**

The following evaluation criteria shall apply for this RFP:

- The Technical Information Response counts as fifty-five percent (55%) of the overall score, as described in section 9, and will be evaluated and scored as specified in this section and sections 4.3 and 4.3.1, below.
- The Plan Design Proposal counts as fifteen percent (15%) of the overall score, as described in section 10, and will be evaluated and scored as specified in this section and section 4.3.2.
- The Financial Proposal counts as thirty percent (30%) of the overall score, and will be calculated based on section 11 and Attachment B, and will be evaluated and scored as specified in this section and section 4.3.3.

## **4.3 Evaluation of the Technical Information Response**

The evaluators will independently review and evaluate the Technical Information Response of the Proposals deemed responsive. Using the assessment scale below, the evaluators will assign scores zero (0) to five (5) based on the quality of each response to the twenty-five (25) Technical Information questions and requests for information. Sections 9.1 through 9.25 of this RFP are each a question or request for information containing a subset of questions or requests.

In determining the quality of a Respondent's responses, the evaluators will use the following guiding questions:

- How well does the Respondent address the question(s) and issue(s) presented?
- How well does the Respondent describe the requested solution, plan, or their capabilities to carry out the plan or solution and has Respondent fully answered each question or request for information?
- How well does the Respondent demonstrate its ability to provide the Services?
- Does the Respondent's response meet the needs of the Division and the Subscribers that would be covered under this plan compared to the other proposals received?
- How well does the Respondent articulate its approach, and the ability of its approach to 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?



The following assessment scale will be used to evaluate each response to the Technical Information questions and requests for information:		
Evaluator Score	Assessment	Assessment Criteria
5	Superior	The response exhaustively addresses the evaluation requirement and demonstrates Respondent has extraordinary experience and ability in performing the required services related to the requirement. The response indicates Respondent would provide exceptionally enhanced value to the State and/or to Subscribers. Enhanced value may include, but is not limited to, demonstrated ability of the Respondent to exceed the State's requirement, provide superior quality of service levels, provide cost savings or cost avoidance to the State, provide substantive credentialing, and/or implement innovative ideas.
4	Excellent	The response extensively addresses the evaluation requirement and demonstrates exceptional experience and ability in performing the required services related to the requirement. The response indicates Respondent would provide enhanced value to the State and/or to Subscribers
3	Adequate	The response adequately addresses the evaluation requirement and demonstrates Respondent has sufficient experience and ability in performing the required services related to the requirement.
2	Poor	The response minimally addresses the evaluation requirement or demonstrates Respondent has limited experience and ability in performing the required services related to the requirement.
1	Unsatisfactory	The response inadequately addresses the evaluation requirement or demonstrates Respondent has very limited experience and ability in performing the required services related to the requirement.
0	Inadequate	The response does not address the evaluation requirement or does not demonstrate Respondent has experience in performing the required services related to the requirement.

#### 4.3.1 Scoring of Section 9: Technical Information Response (625 Points)

The Technical Information Response counts as fifty-five percent (55%) of the overall score. Evaluators will score responses to section 9, Technical Information Response, worth a total max score of 125 points. Each response to the twenty-five (25) questions and requests for information will be scored and may earn five (5) max points per question. After the responses have been scored on the five (5) point scale, the max points will be multiplied by five (5) for a maximum possible weighted score of 625 points.

#### 4.3.2 Scoring of Section 10: Plan Design Proposal (170 Points)

The Plan Design Proposal counts as fifteen percent (15%) of the overall score. Respondents must provide one (1) statewide Vision Plan Design with the minimum requirements listed in section 10. The scoring analysis will be conducted for each proposed Plan Design with an actuarial value that is at least ninety-five percent (95%) of the currently contracted plan design's actuarial value as adjusted by any changes in the 2019 or 2020 Medical CPI, submitted in response to section 10.

The Procurement Officer will score section 10, worth a maximum of 170 points. For the proposed Plan Design, which must have a minimum actuarial value of at least ninety-five

percent (95%), thirty-four (34) points will be awarded for each full percentage point above ninety-five percent (95%). The maximum points possible is 170.

The scoring of the Plan Design Proposal will be completed by the Procurement Officer.

#### **4.3.3 Scoring of Section 11: Financial Proposal (340 points)**

Financial Proposal counts as thirty percent (30%) of the overall score. The scoring analysis will be conducted for each proposed Plan Design with an actuarial value determined to be at least ninety-five percent (95%) of the currently contracted plan design's actuarial value as adjusted by the 2019 and 2020 Medical CPI submitted in response to section 10: Plan Design Proposal. Each proposed plan design must have a corresponding proposed monthly premium rate for all Plan Years (Initial and Optional Renewal Terms) and enrollment tiers that is submitted according to the instructions in Attachment B. The Procurement Officer will base scoring of section 11 on the proposed monthly premium rates for all years of the Contract term. The Respondent's monthly premium rates will be calculated in Attachment B to produce the Initial and Optional Renewal Term Total Contract Amounts. The Initial Term Total Contract Amount will be weighted at seventy percent (70%), and the Optional Renewal Term Total Contract Amount will be weighted at thirty percent (30%).

The Procurement Officer will score section 11, worth a maximum possible score of 340 points. Up to 340 points will be awarded for a plan design with an actuarial value of at least ninety-five percent (95%) that offers the lowest Total Contract Amount (seventy percent (70%) of the Initial Term years and thirty percent (30%) of the Renewal Term years). The Respondent with the lowest Total Contract Amount (weighted Initial and Renewal terms combined), which also meets the minimum actuarial value, will receive up to a maximum of 340 points. Each Respondent's Total Contract Amount above the lowest submitted Total Contract Amount will receive proportional points.

The Financial Proposals will be scored in accordance with the Pricing Formula in Attachment B.

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

#### **4.4 Final Selection and Notice of Intent to Award Contract**

##### **4.4.1 Award Selection**

If an award is made, the Department will award to the Respondent(s) with the highest overall score. The overall score is the total of the scores for the Technical Information Response, Plan Design Proposal, and Financial Proposal, based on the Evaluation Criteria in section 4.2.

The Department reserves the right to award one (1) or more Contract(s) as determined to be most advantageous to the State and to accept or reject any and all Proposal(s) or separable portions and to waive any minor irregularity. 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 Proposal Disqualification**

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

#### **4.5 Rights for Award**

The Department may take any of the following actions:

- Make a single or multiple award(s) or to make no awards at all. Even if a single Respondent is awarded the Contract, such award will not restrict the Department from procuring additional vendors to provide the services during the term of the Contract (as further specified in section 3.10 of the Draft Contract);
- 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;
- Reject all Proposals, and determine whether to reissue a competitive solicitation; and
- Withdraw or cancel the procurement at any time prior to execution of a Contract, including after posting a Notice of Intent to Award.

Any reservation or listing of reservations of the Department's rights provided in this RFP is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

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

If the Department decides to award a Contract(s), it will post a Notice of Intent to Award Contract, stating its intent to enter into one (1) or more Contracts with the Respondent identified therein, on the VBS website:

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

If the Department decides to reject all Proposals, it will post its notice at the same VBS website:

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

## **Section 5     MINIMUM QUALIFICATIONS**

**Instructions:** Respondent must agree, and certify its ability, to meet the minimum qualifications as required in this section on Form 1: Mandatory Responsive Requirements.

- 5.1** Respondent must confirm it accepts the terms and conditions of this Request for Proposals (RFP), including adherence to the Plan Design instructions in section 10, the Draft Contract (Attachment A), and all other Attachments of this RFP. Proposals that do not adhere to the Plan Design in section 10 will be deemed non-responsive and disqualify such Proposal from further consideration.
- 5.2** Respondent must confirm its proposed network provides access to network providers such that eighty percent (80%) of eligible Subscribers' home ZIP codes are within the access standards defined in Attachment C: Network Access, based on the Census File provided (Attachment E). [Note: to obtain Attachment E, see RFP section 1.6].
- 5.3** Respondent must confirm it will be able to offer proposed Plan benefits to Participants by January 1, 2022.
- 5.4** Respondent must confirm it is currently licensed by the Florida Office of Insurance Regulation, Department of Financial Services, State of Florida, and has been for the last three (3) consecutive years, and has never been disbarred, suspended or placed on a prohibited vendor list of any state, political subdivision of any state or the federal government. (Submit as Tab 11 Attachment MQ-5.4: Licensure).
- 5.5** Respondent must provide at least two (2) public sector client references confirming its current experience providing vision insurance Services with a minimum of 25,000 participants for each reference. (Submit as Tab 11 Attachment MQ-5.5: Public Sector Client References).
- 5.6** Respondent must confirm it has a nationwide network within the continental United States.
- 5.7** Respondent must confirm its Proposal is not contingent upon being the only Plan offered in a designated service area and does not include a minimum participation requirement or Enrollee contribution requirement.
- 5.8** Respondent must be authorized and registered by the Florida Department of State to do business in Florida. Please submit a current copy of a Certificate of Good Standing by the Florida Department of State. (Submit as Tab 11 Attachment MQ-5.8: Department of State Certificate).
- 5.9** Respondent must attend, without exception and with appropriate staffing, all Department-sponsored benefit fairs throughout the state of Florida beginning in 2021 for the 2022 Plan Year and continuing each year for the term of the contract.

## **Section 6 ADMINISTRATIVE REQUIREMENTS**

**Instructions:** Respondent must agree and certify its ability to provide the following administrative requirements (which have been designated “AR” numbers) in this RFP on Form 1: Mandatory Responsive Requirements. The following are requirements that must be provided to the Department. By submitting a Proposal to this RFP, the Respondent expressly accepts the following requirements as written, without caveat, exceptions, conditions, or deviations. Any Proposal that contains caveats, exceptions, conditions, or deviations to the requirements below will be rejected.

### **I. Implementation**

**6.1** Respondent shall submit the final Implementation Plan to the Department for approval no later than ten (10) Business Days following mutual execution of the Contract. If the Implementation Plan is determined by the Department to be insufficient, Respondent will diligently work to deliver a final Implementation Plan satisfactory to the Department, within a timeframe designated by the Department. The Implementation Plan shall be based on the proposed plan submitted, in response to question 9.1 of section 9, Technical Information Response.

The Implementation Plan shall fully detail all steps necessary to begin full performance of the Contract on January 1, 2022, 12:00 A.M., EST, specify expected dates of completion of all steps, and identify the person(s) responsible for each step. The Implementation Plan shall include, but is not limited to, the following implementation milestones:

- Establishing a website exclusively for State of Florida Participants, which includes toll-free phone line(s) and Department approved communications in advance of the Fall 2021 Open Enrollment period.
- Participating in Fall 2021 Open Enrollment benefit fairs and meetings coordinated and sponsored by the Department.
- Scheduling weekly implementation status meetings with the Department's Contract Manager. Respondent shall be responsible for recording detailed meeting minutes and follow-up action items on behalf of all team members during implementation meetings.
- Conducting background checks in accordance with section 4.2.4 of the Draft Contract (Attachment A), including any subcontractors.
- Prior to Open Enrollment, the mailing of an announcement to all potential Participants for the first year of the Contract.
- Applying the provisions of the Plan Design as to the covered services, exclusions, limitations, etc.; establishing and implementing any necessary system edits, controls or other functions to ensure Plan Design is accurately administered to Plan Participants.
- Testing enrollment files and reviewing key procedures and program process controls (i.e. approval, design, testing, acceptance, user involvement, segregation of duties, and documentation) to the extent required by the Department. The Department must approve and accept the key elements listed prior to the Implementation Date of January 1, 2022.

- Designing and presenting to the Department for approval all communication materials to be used for Plan Participants prior to dissemination. Communication materials include, but are not limited to, ID cards, brochures, paper claim (reimbursement) forms, standard letters, system generated letters, templates, envelopes, posters and any other materials used to communicate with Plan Participants.

The development and execution of the Implementation Plan is subject to PG-1 of Attachment 3: Performance Guarantees and section 7, Liquidated Damages of the Draft Contract (Attachment A), for failure to meet the milestones identified therein.

- 6.2** The Respondent shall be one hundred percent (100%) operational prior to the Implementation Date of January 1, 2022, 12:00 A.M., EST. The Respondent is subject to pay liquidated damages as listed in the Draft Contract (Attachment A, section 7), for failure to meet this milestone.
- 6.3** The Respondent shall send ID cards (without Social Security Numbers (SSN)) and Plan education materials to all Plan Participants within ten (10) Business Days after receipt of a clean and accurate enrollment file. This requirement is subject to PG-5 of Attachment 3: Performance Guarantees, of the Draft Contract (Attachment A).

## **II. Account Management**

### **6.4 Account Manager**

The Respondent shall assign an account manager as the primary contact for the Department.

- The account manager shall participate on the implementation team and coordinate, troubleshoot, advance, and track the State's interests and requests throughout the organization.
- If requested by the Department, the account manager shall be replaced with an individual that the Department may interview and approve.

### **6.5 Account Management Team**

The Respondent shall assign an account management team, as identified in section 1.1 of the Draft Contract. The account management team shall include an executive sponsor and an account manager.

- The account management team shall devote the time and resources needed to successfully manage the State of Florida account, including but not limited to, being available for telephonic, email, and on-site consultations.
- The account management team shall be thoroughly familiar with Respondent's functions and operations that relate directly or indirectly to the Department and the Plan Design 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.
- The Respondent may be subject to performance reviews of the account management team or individual team members, as developed and conducted by the Department.

Performance will be measured using a report card and such review shall be subject to PG-3 of Attachment 3: Performance Guarantees, of the Draft Contract (Attachment A). If any performance review score is less than the measurement criteria, an action plan, as determined by the Department, must be implemented based on measurement criteria listed in the Attachment 3: Performance Guarantees.

- d. The Respondent shall maintain a current account management team organizational chart.
- e. The Respondent shall promptly notify the Department of any changes to the account management team, including provision of an updated organizational chart.

## **6.6 Meetings / Conference Calls**

- a. **Quarterly Meetings:** The Respondent's account management team (excluding the executive sponsor) shall attend all quarterly meetings in-person at the State offices in Tallahassee, Florida, or via telephone conference call, as determined by the Department. The Respondent shall not be entitled to additional compensation for meeting preparation or attendance. The meetings shall be held no later than the seventh Monday following the end of each reporting quarter. Quarterly reports are due within forty-five (45) Calendar Days following each quarter's end and meetings/calls are to be held within sixty (60) Calendar Days following each quarter's end unless an extension is requested and granted by the State. The meeting to review the fourth quarter of a calendar year is considered both a quarterly and year-end meeting. The fourth quarter meeting shall include both quarterly and annual calendar year reports and Deliverables.
- b. **Agenda:** At the Department's request, Respondent shall provide a draft agenda in advance of a meeting. The Respondent 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 shall address performance and compare the Plan(s)'s experience to 1) national trends, 2) Respondent's total book of business, and 3) other governmental clients.
- c. **Minutes:** Respondent shall provide the Department draft meeting minutes. The Department will review and revise the draft minutes as appropriate and return to Respondent. The Respondent shall provide the Department with final minutes. Minutes shall include a list and description of Deliverables, with the assigned person and due date.
- d. **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. The Respondent shall not be entitled to additional compensation for meeting preparation or attendance.

## **III. Support Services**

### **6.7 Benefit Fairs and Open Enrollment Events**

The Respondent shall participate at all locations of the annual Open Enrollment Benefit Fairs that are sponsored by the Department or its designee. The number of fairs and locations may vary each year or may be held through webinars or other virtual options at the discretion of the Department.

In past years, the Department held approximately twenty-four (24) in-person fairs statewide in the Fall; however, the Respondent should be prepared for either format. Respondent's representatives attending the open enrollment events shall be employees of Respondent (not subcontractors or temporary personnel), and adequately trained and knowledgeable about the Plan. Respondent shall educate Participants on Plan benefits, services, and other tips to ensure a positive Participant experience. Respondent shall be responsible for all costs associated with participating in benefit fairs including, but not limited to, travel and a proportionate share of facility fees.

The Respondent shall not discuss with Participants or prospective Participants or in any manner allude to coverage, products, or materials other than those explicitly related to the Plan without the permission of the Department.

### **6.8 Plan Materials**

The Respondent shall provide all marketing, promotional, educational, or any other materials, or written communication related to the Plan, to the Department for review and written approval prior to its use and dissemination. The Department shall be provided the opportunity to customize all such communications. The final materials used by the Respondent must not differ in form or utility from those approved by the Department. The Respondent 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 and benefit brochures).

- a. The Respondent shall be responsible for writing, printing, and distributing (electronically or by mail as required) Plan materials.
- b. The Respondent shall provide, upon request of the Participant, printed materials in a medium widely accepted for the hearing and/or visually impaired.
- c. The Respondent shall provide all printed material in an electronic format with final versions submitted to the Department in PDF file format.

### **6.9 ID Cards**

The Respondent shall provide Participants with ID cards either as a new Participant or when there are changes in the card's elements, at no additional cost to the Participants or the Department. The design of the ID card is subject to the approval of and customization by the Department.

- a. The Respondent shall mail one (1) ID card for each Enrollees' contract and at least one (1) additional ID card for contracts with multiple Participants.
- b. The Respondent will provide additional ID cards upon request of a Participant.
- c. The Respondent shall assign a unique Member ID number and will print the number on each ID card. The Participant's SSN will never be printed on the ID card.
- d. The Respondent shall mail ID cards, including those mailed in the Fall of 2021 for the 2022 coverage year, annual Open Enrollment periods and otherwise as required due to Plan or law changes, in accordance with PG-5 and PG-6 of Attachment 3: Performance Guarantees, of the Draft Contract (Attachment A).



## **6.10 Public Records Requests and Subpoenas**

Respondent shall, upon request and at no additional cost, provide the Department with any necessary data, documents, etc., to enable the Department to timely (as defined by the Department) respond to Public Record Requests and subpoenas, in accordance with sections 11.22 and 11.23, of the Draft Contract (Attachment A).

Respondent may receive inquiries relating to the Plan. The Respondent shall notify the Department immediately in writing of such inquiries. Any response or material responding to such an inquiry shall be submitted to the Department for approval prior to dissemination by the Respondent.

## **6.11 Responding to Requests**

The Respondent shall, upon request of the Department or its attorneys and at no additional cost, make available all necessary resources to assist the Department in responding to any aspect of Services delivered under the Contract, including but not limited to Departmental inquiries or those received by the Department from Participants, providers, or any other persons or entities. Such requests shall 1) be given a priority status, 2) be subject to a method of tracking, 3) result in the delivery of all requested information, documentation, etc., and 4) be handled or overseen by a lead customer service person specific to the subject matter area. When the Department is required to provide immediate responses to inquiries, the Respondent shall immediately assist the Department in preparing its reply including providing data and documentation within the timeframes prescribed by the Department at that time.

## **6.12 Responding to Requests for Legislative Initiatives**

The Respondent shall make available all necessary resources to assist the Department in responding to bill analysis, legislative inquiries and requests related to any aspect of Services delivered under the Contract, at no additional cost. The Respondent shall respond in the timeframe set by the Department, which shall be determined at the time of inquiry depending on the scope and complexity of the request.

## **6.13 Returned Mail**

Respondent shall hold returned mail for thirty (30) Calendar Days, during which time the Respondent shall search for an updated address with each subsequent enrollment file received from People First. After thirty (30) Calendar Days, if no updated address information is provided via the subsequent enrollment file, the Respondent shall store copies on its document imaging system and destroy the returned mail.

## **6.14 Grievance Procedures**

Respondent shall develop and maintain formal and informal grievance procedures designed to fairly and expeditiously resolve problems related to the Plan. The procedures shall be made available to the Department, at no additional cost, immediately upon request. The Respondent shall maintain a record of all grievances from Participants and shall provide a summary of grievances to the Department quarterly, or more frequently upon request.

The Respondent's system must indicate type or topic of the written correspondence and corresponding dates that individual mailings are provided to specific Participants.

#### **IV. Customer Service**

##### **6.15 Customer Service Operations**

Respondent shall maintain a Customer Service Unit, comprised of employees of the Respondent (not contracted or temporary labor) to perform all aspects of customer service to assist Participants, prospective Participants, providers, etc., regarding all aspects of the Plan. Calls to this unit shall be accepted and answered promptly by a live customer service representative during the hours of 8:00 A.M. to 5:00 P.M. EST, Monday through Friday, excluding State holidays set forth in section 110.117, Florida Statutes, and in accordance with the PG-7 and PG-8 of Attachment 3: Performance Guarantees set forth in the Draft Contract (Attachment A). The call center must have the capability of handling calls from the hearing impaired and languages other than English.

##### **6.16 Participant Complaint Call Resolution**

- a. The Customer Service Unit shall have the capability to adequately provide service and issue resolution, as well as sufficient numbers of qualified personnel trained in the administration of the Plan to meet or exceed related Performance Guarantees.
- b. The Respondent shall maintain an adequate number of incoming lines dedicated to servicing Participants and provider inquiries.

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

Respondent shall provide an online directory of network providers, which shall be updated and made available to Participants twenty-four (24) hours a day, seven (7) days a week. The directory shall indicate that the list is subject to change. Respondent must perform due diligence to ensure the provider directory reflects accurate and timely information.

- a. Respondent shall provide and support mobile applications or mobile-optimized versions of the online provider directory for smartphones, tablets, and other mobile devices.
- b. Respondent shall mail provider directories to Members upon request.

##### **6.18 Plan Website**

The Respondent shall provide and maintain a Plan-specific Participant website, with access twenty-four (24) hours a day, seven (7) days a week, for general information. The design and content of the Plan website shall be approved in advance by the Department. This website shall include links to the Department website, the Respondent (non-Participant) website, and others as appropriate to make available a variety of information to Participants. Such web-based access shall include, at a minimum, the ability to:

- a. Access forms and brochures
- b. Order ID cards
- c. Download and print ID cards
- d. Locate network providers and hours of operation

## **V. Network**

- 6.19** The Respondent shall provide and maintain a national comprehensive provider network of sufficient numbers including optometrists and ophthalmologists in accordance with PG-12 and PG-13 of Attachment 3: Performance Guarantees, of the Draft Contract (Attachment A).
- 6.20** Respondent shall provide written notice to the Department of anticipated material changes to the network which may impact Plan Participants. Such written notice shall be provided at least ninety (90) Calendar Days in advance or as soon as feasible if the terminating provider gives the Respondent less than ninety (90) Calendar Days' notice.
- 6.21** The Respondent shall provide impacted Participants ninety (90) days written notice or as soon as feasible if the terminating provider gives the Respondent less than ninety (90) days' notice. For the purposes of this requirement, Participant shall mean a Participant who has seen a terminating provider within the last three hundred sixty-five (365) Calendar Days.

## **VI. Data and Interface**

- 6.22** The Respondent shall be fully capable of accepting and implementing enrollment and other data files via secure portal on or before November 1, 2021 or another date mutually agreed upon between the Respondent and the Department.
- 6.23** The Respondent shall not use, or otherwise disseminate, sell, copy or make available to any person or entity, data relating to any aspect of performance of the Services, without prior written authorization of the Department. This requirement shall survive the termination of the Contract.

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

The Respondent shall maintain an information system capable of electronically receiving and updating Participant enrollment information (e.g., eligibility, name, address, coverage code). The Respondent shall accurately convert and load the Department's enrollment files.

The Respondent shall also:

- a. Maintain enrollment records for all Participants based on the Department's enrollment files submitted to the Respondent.
- b. Maintain enrollment records in compliance with the required HIPAA standards.
- c. Not overwrite, update or in any way change the enrollment information without direction from the Department. The Department's enrollment file shall be the official system of record.
- d. Accept the enrollment files in a format and frequency as required by the Department. The current enrollment file format and delivery schedule is in Attachment D of this RFP.
- e. Accept routine enrollment files and an Open Enrollment file (generally provided at the end of November following Open Enrollment) for the purpose of generating ID cards for distribution prior to the coverage Implementation Date. The Open Enrollment file shall not be loaded into production by the Respondent.
- f. Process the enrollment files as required in Attachment 3: Performance Guarantees, of the Draft Contract (Attachment A).

**6.25** File transfers with other entities shall be exchanged in a secure method and approved by the Department.

#### **6.26 Disaster Recovery Plan**

The Respondent 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 Implementation Date of the Contract. At a minimum, the Respondent shall maintain backup of State files/data and shall be fully operational within twenty-four (24) hours of a disaster. 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.

### **VII. Reporting and Deliverables**

**6.27** The Respondent shall provide regular monthly, quarterly, and annual reports and/or deliverables. Reports that provide utilization, claims reporting, and administrative services data by Plan and by subgroup shall be provided in a format subject to customization by and approval of the Department.

The Respondent shall provide the Department with priority positioning for delivery of ad hoc report requests made by the Department or its designee regarding Plan-specific financial and statistical files, Participant services, network adequacy, patient management and utilization reports. The Respondent shall acknowledge report requests within one (1) Business Day and shall provide an expected timeline for completion and delivery.

**6.28** Reports shall contain all such data/details as required by the Department. Reports shall be delivered electronically to the Department and/or its designee, and in hard copy by request. Reports that contain proprietary, trade secret and/or confidential information shall also be delivered in a redacted format at the same time as the unredacted format; the redacted report is only required to be delivered electronically.

- a. Complete and detailed backup/supporting documentation must be provided with submission of each report. Backup/supporting documentation must identify the source of the material. The Department may require the Respondent to propose and implement a reasonable Corrective Action Plan to address the root causes of any missed Performance Standard.
- b. Each report and/or deliverable shall be subject to PG-14 of Attachment 3: Performance Guarantees, of the Draft Contract (Attachment A).

#### **6.29 Monthly Reports**

Enrollment Discrepancy Reports. Respondent shall deliver enrollment discrepancy reports based on the monthly enrollment file, indicating (where applicable) (i) duplicate records, (ii) reject records and (iii) address errors.

### 6.30 Quarterly Reports

- a. **Network adds/deletes.** Respondent shall deliver a Network Provider Summary that includes the number of provider adds/deletes including geographic information and net impact to the network.
- b. **Network Access.** Respondent shall deliver a Network Accessibility Summary that includes the number and percent of Subscribers meeting the network access criteria specified in PG-12 and PG-13 of Attachment 3: Performance Guarantees, of the Draft Contract (Attachment A).
- c. **Network Access by Location.** Respondent shall deliver a Network Access report by location (using the top and bottom fifteen (15) cities by volume of enrollment) showing the number of optometrist and ophthalmologist provider locations, number of Participants with and without access and the average distance to a network provider.
- d. **Top Providers.** Respondent shall provide a summary of top providers by volume of incurred claims. The report shall indicate the name, location and network status of all listed providers.
- e. **Utilization Report.** Respondent shall provide a paid claims report by service and provider type.
- f. **Benchmark Utilization Report.** Respondent shall provide benchmark utilization data for clients of similar size and complexity.
- g. **Performance Guarantees Summary Report.** Respondent shall deliver the Performance Guarantee Report as developed and provided by the Department (or as developed by the Respondent if one cannot be provided by the Department) at least three business days prior to each quarterly meeting.
- h. **Internal audit report.** Based on the results of the Respondent's internal audits as specified in AR-44, the Respondent shall provide a report detailing the audit, its findings and financial impact on the Plan and Participants.

### 6.31 Annual Reports

- a. **Subscriber Satisfaction Survey Report.** The Respondent shall survey a sample of Participants using Plan services annually to verify satisfaction levels relating to the Respondent's customer service unit and other related services and to gauge satisfaction with the Plan. The Respondent will provide a copy of the survey instrument and results to the Department. The survey instrument and results reporting format shall be prescribed or otherwise approved in advance by the Department.
- b. **Performance Bond and Insurance Report.** The Respondent shall provide the Department with verification that a sufficient bond is valid and will remain in force for the calendar year as prescribed in section 8.2 of the Draft Contract.
- c. **Best Pricing Report.** The Respondent shall provide the Department with an affidavit from an authorized representative attesting that the Respondent is not providing substantially the same Services at a lower cost to other substantially similar clients as prescribed in section 11.30 of the Draft Contract.

### 6.32 Renewal Report

By December 1, 2021, and annually thereafter, the Respondent shall submit to the Department a rate renewal report, subject to the Department's approval, to establish premiums for the renewal term. The report shall include at least the following information:

- a. Projection of incurred claim costs for renewal year, a description of the methodology used to project incurred claims costs and justification of the use of any data not specific to the State of Florida;
- b. Detailed description of the methodology used to estimate claims trend;
- c. Disclosure of the targeted loss ratio used in the renewal calculation;
- d. Disclosure of supporting data used in calculations, including enrollment, large claim analysis, trend analysis, demographic analysis, etc.

Upon the Department's approval of the renewal report, an appropriate premium rate adjustment may be made via Contract amendment. Without the Department's approval, the premium rates shall not exceed those specified in the Respondent's Financial Proposal.

### **VIII. Claims Processing and Adjudication**

**6.33** The Respondent shall establish and perform all aspects of claims processing, claims reimbursement, point-of-sale transactions, adjudication, and claims payment in accordance with the Plan Design in section 10.

**6.34** Pursuant to paragraph 110.123(5)(g), Florida Statutes, the Respondent shall provide written notice to Participants if any payment to any provider remains unpaid thirty-five (35) Calendar Days after receipt of the claim. Respondent shall provide the Department with a monthly report listing those Participants having Claims not finalized within the thirty-five (35) day timeframe and the status of any such Claims.

#### **6.35 Accounting System**

The Respondent shall maintain an accounting system and employ accounting procedures and practices conforming to generally accepted accounting principles and standards. The Respondent's accounting records and procedures shall be open to inspection by the Department, or its authorized representatives, at any time during the Contract period and for so long thereafter as Respondent is required to maintain records and such inspections shall be subject to confidentiality protocol requirements. All charges, costs, expenses, etc., applicable to the Contract shall be readily ascertainable from such records. Supporting documentation for all charges, fees, etc., shall be readily ascertainable from such records.

**6.36** The Respondent shall prohibit network providers who render covered services to Plan Participants from billing such Participants for amounts in excess of the allowed amounts established by the Respondent. A network provider may bill for applicable cost shares (as allowed by the Plan Design) and non-covered services.

#### **6.37 Medical Necessity Determination and Review**

Prior to any denial of a claim as not-medically-necessary, the claim shall be reviewed by an appropriate medical professional licensed in the State of Florida who practices in the same specialty, if the claim under review is for a specialty service. The Respondent shall create, maintain and annually update related medical necessity policy guidelines.

Respondent shall provide copies of any and all clinical and/or medical necessity policy guidelines to the Department annually.

## **IX. Audits**

- 6.38** The Respondent shall give the Department full access rights to perform audits, or have audits performed by a third party, as determined necessary or required to ensure and validate that premiums are being expended timely, efficiently and within compliance of all governing Florida Statutes and the contract between the Respondent and the Department. The Department's audit rights are further specified in the Contract.
- 6.39** The Respondent shall make a designated, internal audit representative available to the Department or its designee throughout the entire audit process.
- 6.40** The Respondent shall research discrepancies identified during the audit and report the results of this research within ten (10) Business Days of the identification of the discrepancies.
- 6.41** The Respondent shall review draft audit reports and provide written responses within ten (10) Business Days of receipt. The Respondent's response will be included in final report.
- 6.42** The Respondent shall provide one unredacted response to the audit and one redacted response to the audit in the event confidential or proprietary information is contained within the report. Only confidential or proprietary information should be redacted.
- 6.43** The Respondent shall provide a corrective action plan to address all audit findings in the manner and timeframe designated by the Department. All audit findings are to be completely remediated (system corrections, financial impact analyses and reimbursement – where applicable) within sixty (60) Calendar Days of the issuance of the audit report.
- 6.44** The Respondent shall reimburse impacted Participants for any financial findings identified during the audit within twenty (20) days of notification from the Department as to the final amount due.
- 6.45** The Respondent shall perform, no less frequently than quarterly, internal audits on a statistically valid sample of claims and shall report results to the Department quarterly.

## **X. Payment Specifications**

### **6.46 Direct Deposit EFT**

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

- c. All payments to the State shall be made separately by EFT from any payment balances due from the State. The netting of payments related to the Plan is prohibited.

## **XI. Special Provisions**

**6.47** The Respondent must own or directly contract with at least fifty percent (50%) of its proposed network within the State of Florida. Any processes, services, deliverables, etc., that are subcontracted or provided by a subsidiary or third-party shall be managed through the Respondent and be seamless and transparent to both Participants and the Department.

### **6.48 Notify the Department**

The Respondent shall, within twenty-four (24) hours of announcement, notify the Department if the Respondent or provider network loses any accreditation, service area approval, licenses, liability insurance coverage, or breach of section 6.49 below.

### **6.49 Protected Health Information**

The Respondent 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 creates, receives, maintains, or transmits in Respondent's administration of the Plan, as required by the HIPAA security standards and all applicable HIPAA administrative simplification rules. Records shall be retained for ten (10) years after the later of (i) the final disposition of a claim, (ii) the expiration of the Contract, (iii) the conclusion of any judicial or administrative proceedings or audits or other action. Records may be retained in a digital imaging format.

## **Section 7 CORPORATE INFORMATION**

**Instructions:** Respondent should review and provide a response to each of the following requested items and/or questions. Respondent's response to this section will not be scored and is for informational purposes only.

### **I. Service History**

- 7.1** Describe the Respondent's experience in providing vision plan services, including a brief history of the organization, its growth, and ownership structure.
- 7.2** How long has the Respondent been providing vision benefits in the State of Florida?
- 7.3** Identify the Respondent's current status as an independent corporation, product line or subsidiary of another company; identify the parent organization.
- 7.4** Provide the web address where the Respondent's most recent audited financial statement may be obtained and include as an attachment in the proposal documents (include as Tab 11 Attachment CI-7.4: Audited Financial Statement).
- 7.5** Provide the Respondent's latest A.M. Best financial rating or other similar institution, if rated, along with the date of such rating. Indicate if not rated.



- 7.6** List all public entity clients within the last three (3) years that the Respondent, or any of Respondents' affiliates, are or were under contract with for the performance of vision services similar to those required in this RFP with a minimum of 50,000 covered lives, including the State of Florida. Include the contact information of the public entity's contract manager. The Department may contact those entities regarding Respondent's performance of the contract. A public entity is considered to be any state, local, or federal government entity, including contracts for Medicaid, Medicare, or Children's Health Insurance Program participants.
- 7.7** State the total number of covered lives (i.e. all Members) in Respondent's vision insurance book of business as of January 1, 2019.
- 7.8** State the total number of clients (employers) in Respondent's vision insurance book of business as of January 1, 2019.
- 7.9** Provide a profile of Respondent's service history in providing vision plan services for each of the last three (3) calendar years (2017, 2018, 2019).

	<b>Calendar Year 2017</b>	<b>Calendar Year 2018</b>	<b>Calendar Year 2019</b>
<b>Total premium volume</b>			
<b>Total number of clients for employer groups</b>			
<b>Total number of participants covered</b>			
<b>Number of public sector clients</b>			
<b>Average size of public sector clients</b>			
<b>Monthly average number of public sector participants</b>			
<b>Number of written complaints received per 1,000 participants</b>			

## **II. Account Management**

- 7.10** Identify the Executive Sponsor who will have primary responsibility for planning, supervising, and implementing the Plan for the State if Respondent is awarded a Contract under this RFP.
- 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?
- 7.11** Identify the Account Manager(s) who will have primary responsibility for planning, supervising, and performing account management services for the State if the Respondent is awarded a Contract under this RFP.

- a. What other duties, if any, does this individual(s) 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.).

**7.12** Identify any other individual(s) who will be assigned to the Account Management Team.

**7.13** Describe the backgrounds and experience of the Account Management Team members.

**7.14** How many other clients are assigned to members of the Account Management Team and how many total Participants do they currently serve?

**7.15** Give the employee turnover rate by year for the account management and customer service teams for the last thirty-six (36) months.

### **III. Support Services**

**7.16** Describe the impact of the addition of the State's business on any of the Respondent's administrative resources, business units, etc. responsible for providing the Services described in this RFP.

**7.17** Are other implementation activities planned during this time period?

### **IV. Customer Service**

**7.18** How many written complaints were received per 1,000 Participants during 2018 and 2019?

**7.19** Describe how the Respondent logs Participant inquiries or complaints.

**7.20** Describe the top five (5) most common Participant complaints during 2018 and 2019.

**7.21** Describe how inquiry, complaint or grievance/appeal tracking is categorized (e.g., by employer group, individual Participant and provider/provider group).

**7.22** Describe what services are available during the customer service hours of operation.

**7.23** What is the location of the customer service unit that will be assigned to the State's account?

### **V. Network**

**7.24** Does Respondent directly contract with providers in the network that will be utilized or contract for them with other organizations? If the latter, describe.

## **Section 8 RESPONDENT AND SUBCONTRACTOR INFORMATION**

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

**Instructions:** The Respondent is to provide a response to each requested item below.

**8.1 Respondent General Information**

Company Information	Response
Respondent's Legal Name	
Address of Headquarters	
City	
State	
ZIP Code	
Date Established	
Web address	
Corporate Tax Status	
Federal Employer Identification Number (FEIN)	

**8.2 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 #	_____	_____

**8.3 Subcontractors**

**Instructions:** Provide responses below for each proposed Subcontractor that will perform any of the required Services, or provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor. If additional subcontractors are proposed, copy and insert the applicable tables and update the header (i.e. Subcontractor #11).

There will be subcontractors for this solicitation YES \_\_\_\_ NO \_\_\_\_ (place a checkbox where applicable). If no, Respondents are not required to complete the remainder of this form.

<b>Subcontractor Questionnaire (SQ) Form</b>		
<b>Question</b>		<b>Response</b>
<b>Subcontractor #1</b>		
SQ-1	Subcontractor Name	
SQ-2	Corporate address, telephone number, and website of Subcontractor.	
SQ-3	Office address, telephone number and website of Subcontractor that will be performing any of the required Services under the Contract.	
SQ-4	Federal Employer Identification Number (Employer ID or Federal Tax ID, FEID).	
SQ-5	Occupational license number (if applicable)	
SQ-6	Is this Subcontractor currently registered as a certified woman, veteran, or minority-owned small business enterprise certified by the State of Florida's Office of Supplier Diversity?	
SQ-7	Does this Subcontractor currently have a Form W-9 registered by the Internal Revenue Service (IRS)?	
SQ-8	Primary contact person's name, address, email address and phone number, at the Subcontractor's company, related to the performance of the Contract.	
SQ-9	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.	
SQ-10	Describe any significant government action or litigation taken or pending against the Subcontractor or any entities affiliated with the Subcontractor during the most recent five (5) years.	

SQ-11	List and describe the Services the Subcontractor will be responsible for in the performance of the Contract. Specifically, what roles (duties, tasks, administrative services, etc.) will the Subcontractor have in the performance of the Contract?	
SQ-12	a.) Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results.	
SQ-13	a.) Is the Subcontractor compliant with all applicable HIPAA administrative simplification rules?	
	b.) What procedures does Respondent have in place to ensure Subcontractor compliance?	
SQ-14	Describe the process the Respondent will implement during the Contract term to ensure that background checks (as described in the Contract) will be completed by the Subcontractor.	

## Section 9 TECHNICAL INFORMATION RESPONSE

**Instructions:** Respondent must 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**. Failure to provide a response to any of the Technical Information questions and requests for information below will result in a lower score, including a possible score of zero (0), and may result in rejection of the Respondent’s entire Proposal. The responses to the Technical Information questions and requests for information will be scored in accordance with section 4.3, of this RFP.

### I. Implementation

**Describe and/or provide the following implementation information:**

- 9.1** Provide a detailed Implementation Plan that clearly demonstrates the Respondent’s ability to meet the State’s requirements to have a fully functioning program in place and operable on January 1, 2022. The final Implementation Plan must be submitted to the Department for approval no later than ten (10) Business Days following execution of the Contract. The Implementation Plan should include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks, including the milestones provided for in AR-6.1. Provide as Tab 11 Attachment TI-9.1: Implementation Plan.
- a. Indicate the critical dates that must be met to meet the Implementation Date of January 1, 2022. Include the processes that shall be reviewed, steps to be taken including but not limited to, system testing, required transition data from incumbent, and timelines for development of Plan documents.

b. What is anticipated in terms of the Respondent's role and the State's role in the implementation process?

**9.2** Provide an organizational chart identifying the names, titles, area(s) of expertise, functions and reporting relationships of key individuals responsible for implementing the State's account. Provide as Tab 11 Attachment TI-9.2: Implementation Organizational Chart.

**9.3** Describe any major transition issues the Respondent anticipates during implementation and how it will mitigate the impact of those potential issues.

## **II. Account Management**

**9.4** Describe the role of the Respondent's account manager, both during and outside of the annual open enrollment process, in the following minimum areas of concern:

- External and internal meetings;
- Communications and marketing;
- Implementation of Plan Design changes;
- Customer service;
- Modification and update of enrollment files;
- Reporting capabilities;
- Development and dissemination of Member materials; and
- Plan and benefits education.

**9.5** Describe the Respondent's protocol for identification of urgent or emergent issues and how decisions are made to elevate issues to the Department, including when to escalate a request for a supplemental meeting or an emergency meeting outside of the quarterly or annual meetings, which may be held as needed.

## **III. Support Services**

**Describe and/or provide the following support services information:**

**9.6** Describe the Respondent's internet, smartphone applications, and other electronic devices functionality available to Participants; including but not limited to:

- Member Account Information;
- Member Benefit Information;
- Provider Network Search Functionality;
- Ability to access and print ID cards;
- Ability to access the State's Plan; and
- Other services Participants can access via the internet. Provide details regarding the scope of the functionality.

**9.7** An Open Enrollment announcement should be mailed to all potential Subscribers prior to Open Enrollment for the first year of the Contract. The Respondent should provide any Open Enrollment materials that would be sent to Subscribers prior to the Annual Open Enrollment. Provide a sample of the announcement package as Tab 11 Attachment TI-9.7: Open Enrollment Announcement Package.

**9.8** What communication materials do Participants receive at the start of the program (after initial enrollment)? The Respondent should provide any draft communication materials for dissemination to Participants after initial enrollment in the Plan. Provide samples of the welcome package/letter as Tab 11 Attachment TI-9.8: Welcome Package.

**9.9 Describe and/or provide the following claims processing information:**

- a. Describe how the Respondent's paper claims are managed from receipt of the claim through adjudication?
- b. Describe the Respondent's procedures that are followed when a Participant is not on any enrollment file?
- c. How long is Participant claims history maintained on the Respondents' system, including the time stored?
- d. For contracts of comparable size, what is the Respondents' current average processing time per claim?

**9.10 Describe and/or provide the following audits information:**

- a. Describe the Respondent's policies and procedures for auditing network provider contracts.
- b. Describe all tests performed on claims samples and the typical claim sizes included in the audits? How are sample sizes for the audit tests selected?
- c. Does the Respondent's organization have an internal audit staff?
  - If yes, who performs internal claim audits and at what frequency is the claims processing function audited by the internal audit staff?
  - If no, who performs external claim audits and at what frequency is the claims processing function audited by an external auditor?
- d. How are internal audit results communicated within the Respondents' organization and to whom are those results communicated?
- e. Overall, what percent of claims are subject to internal audit?
- f. What is the Respondent's typical internal audit size (volume and percent of claims)?
- g. How does the Respondent address deficiencies identified during the audit process?
- h. Describe the audit trail/processes the Respondent uses for tracking claims through the claim's adjudication process and final retention?

**IV. Customer Service**

**9.11 Describe and/or provide the following customer service information:**

- a. How after-hours and weekend calls are handled.
- b. If it becomes clear a group would benefit from further education regarding Plan benefits, what procedures the Respondent has in place to accomplish this goal.
- c. How Respondent will ensure its ability to provide the Department with recorded customer service calls in an electronic format within twenty-four (24) hours of request, at no additional cost.
- d. The process Respondent's Customer Service Representative will use to access claims history/provider information in response to an inquiry.
- e. Provide Respondent's overall Member satisfaction rate (percentage of total Participants that rate Respondent as Very Satisfied or Satisfied; Excellent, Very Good, or Good) for vision insurance products for the most recent three (3) years. (Provide results by year, i.e. for 2017, 2018 and 2019 for comparable products.

- f. Address how Respondent will comply with the Americans with Disabilities Act requirements and will provide materials and other communications in alternative formats; or, providing materials in languages other than English.

**9.12 Describe and/or provide the following tracking and reporting information related to customer service:**

- a. The tracking process for handling and reporting routine customer service calls.
- b. How Respondent matches inquiries or complaints to the care provider.
- c. Provide samples of the Respondent's system generated reports that track and measure call center statistics, including, but not limited to, average speed to answer, abandonment rate, average length of call, average hold time, Interactive Voice Response (IVR) self-service interactions, reason for call. Provide samples of the system generated reports as Tab 11 Attachment TI-9.12: Call Center Reports. The reports provided by the Respondent must be the same reports the Respondent is able to provide to the Department if awarded a Contract under this RFP.

**9.13 Appeals / Grievances**

- a. Provide a complete description (including flowchart and timeframes) of the Respondent's proposed 2022 Plan Year Member appeals/grievance process as Tab 11 Attachment TI-9.13a: Appeals/Grievance Process.
- b. Provide a sample of all Respondent communications related to appeals as Tab 11 Attachment TI-9.13b: Appeals/Grievance Sample Communications.

**9.14 Returned Mail**

Describe Respondent's return mail policy. Currently the Department requires that mail returned to the Respondent shall be held for thirty (30) Calendar Days, during which time the Respondent may receive an updated address from the subsequent enrollment file.

**V. Network**

**Describe and/or provide the following information on the Respondent's provider network:**

- 9.15** Provide a breakdown of the Respondent's provider network, by Florida county, indicating the number and provider type(s) in each. The network must be listed in alphabetical order by Florida county, then within each county, alphabetically list providers by the provider type, then within the provider type, alphabetically list providers by the provider's last name or the business name. At the change in each county, the Respondent must provide a sub-total of total providers in that county. Submit as Tab 11 Attachment TI-9.15: Network Breakdown. For each provider, the following information is required:

- County
- Provider First and Last Name
- Business Name, if appropriate
- Office Address
- Office Hours, including days of operation
- Dispenses Eyewear (Yes/No)
- Age limitations, if any
- Any other restrictions

Provide information for Florida first; then provide alphabetically for other states.



### **9.16 Eyewear Supply and Dispensing of Eyewear.**

- a. What percentage of the Respondent's provider network has the ability to also dispense eyewear?
- b. What is the minimum supply of materials network providers are required to maintain?
- c. Describe any circumstances in which a Participant's selection of eyewear is limited to a portion of the total supply.

### **9.17 Network Access and Standard Eye Examinations.**

- a. How are providers added and credentialed by the Respondent into the network? Explain the Respondent's procedures to allow the State or Plan Participants to nominate providers to be considered for inclusion in the Respondent's network.
- b. Describe the components of a standard eye examination delivered by the Respondent's network providers.
  - Provide the overall percentage of provider network expansion and/or contraction over the past three (3) years. In what geographic area(s) has the greatest change taken place?
  - Describe how Respondents will expand networks where access is limited.
- c. How will the Respondent monitor appointment access, to ensure the Contract standards are met or exceeded, if the Respondent is awarded a Contract under this RFP?
  - What is the average wait time for an appointment for a standard eye exam?
  - If a county exceeds the Contract standard wait times or appointment times, what steps, if any, will the Respondent take to address those wait times or appointment access standards?
- d. How will the Respondent educate its provider network about this Contract's new book of business, if the Respondent is awarded a Contract under this RFP?

### **9.18 Changes to Network Access - Provider Contract Terminations.**

- a. How, and for what reasons, are provider contracts terminated from the Respondent's network?
  - Can a terminated provider appeal a Respondent's decision to terminate a provider contract?
  - If yes, explain the appeal process?
- b. When a provider contract is terminated, and a Participant has a work in progress, what is the Respondent's process for completion of the terminated provider's work in progress?
- c. How are Members informed when a network provider has been voluntarily or involuntarily terminated from the network?

### **9.19 Changes to Network Access – Network Issues and/or Enhancements**

- a. If the Respondent identifies provider network issues while monitoring, how are those issues addressed?
- b. What network enhancements or changes are underway for Calendar Year 2021, 2022 and 2023?

### **9.20 Provider Surveys.**

Does the Respondent conduct provider satisfaction surveys? If yes, how often are they conducted? Describe the process and provide a sample copy of a recent provider survey result and survey instrument and submit as Tab 11 Attachment TI-9.20: Provider Satisfaction Survey. Indicate any corrective action(s) taken as a result of such survey.

## **VI. Data and Interface, and Reporting and Deliverables**

### **9.21 Describe and/or provide the following data and interface information:**

- a. How long does the Respondent maintain enrollment records?
- b. Describe procedures the Respondent follows when a Participant is not found on any enrollment records?
- c. What is the Respondent's average enrollment processing time for a similar sized population? Is the enrollment processing real-time with the claim system? If no, what is the delay time?
- d. Describe the Respondent's process for correcting enrollment data in the event of receipt of a file containing "bad data."

### **9.22 Continuity of Operations Plans (COOP).**

- What are the Respondent's Continuity of Operations Plans (COOP) for its Vision Plan(s)?
  - 1) Where does the Respondent have redundancy of services?
  - 2) Does the Respondent have a telework policy that would impact the resulting Contract? If so, explain the policy and describe how and when such a policy would be activated if it is only used in limited circumstances.

### **9.23 Disaster Recovery Plan.**

Describe how the Respondent will provide a Disaster Recovery Plan that includes, but is not limited to the following components:

- a. What is the Respondent standard protocol for ensuring the continuous operations of Services during a natural disaster or other unplanned or planned events, which may impact the delivery of Services?
- b. Where does the Respondent host its backup system, in the case of a disaster?
- c. Does the Respondent have a remote location if its main operating location is not available?
- d. How long, on average, does it take the Respondent to activate a remote location and become fully functional for Participants?
- e. Where is the proposed backup location(s) for the resulting Contract under this RFP?

### **9.24 Describe the Respondent's process for testing system backups (both hardware and software) and disaster recovery procedures. The Respondent's response should include who would perform the system backup and disaster recovery tests, the frequency tests are conducted, and the average time to complete restoration in the Respondent's comparable products.**

- a. How quickly can the Services be replaced in the event of permanent disaster to both the hardware and software?
- b. When and by whom were the Respondent's systems last tested and what were the results? Provide documentation of the Respondent's most recent simulated disaster recovery exercise and the results for a program of comparable size as Tab 11 Attachment TI-9.24: Disaster Recovery Simulation.

### **9.25 Describe and/or provide the following reporting and deliverables information:**

- a. Describe in detail the Respondent's ad-hoc reporting capabilities.
- b. Explain the Respondent's ability to prepare and provide, at no additional cost to the Department, ad-hoc reports in formats and timeframes as required by the Department.

## Section 10 PLAN DESIGN PROPOSAL

**Instructions:** Respondents must provide one (1) statewide Vision Plan Design with the minimum requirements listed below. The proposed plan design must have a signed actuarial memorandum attesting to the conditions of section 10 of this RFP, which require a minimum Plan value of at least ninety-five percent (95%) of the current Vision benefits, as adjusted by any 2019 and 2020 Medical Consumer Price Index (CPI). The Plan Design must include an attestation by an actuary certifying the actuarial values for the proposed Plan Design to be considered.

Respondents must develop and submit rates for the Plan Design using instructions in this section and Attachment B: Financial Proposal.

**Failure to provide a plan design in accordance with section 10 will result in the Respondent being deemed non-responsive and disqualify such Proposal from further consideration.**

- 10.1 Vision exam.** The Plan Design must provide coverage for a complete analysis of the Participant's eyes and related structures to determine any vision problems or other abnormalities. The Plan frequency for this benefit will be once every twelve (12) months. The benefit will cover one hundred percent (100%) of the network cost of the vision exam (excluding any proposed copayments).
- 10.2 Lenses.** The Plan Design must cover lenses that are appropriate and necessary for the Participant's visual welfare, as determined by an optometrist or ophthalmologist. Single, bifocal, and trifocal lenses must be covered, as appropriate. The Respondent will make available a selection of lenses from which the Participant may choose and/or enable Participants to access their material benefits from a retailer. When providing lenses, the Respondent will utilize an approved optical laboratory (i.e. authorized under all applicable State and federal laws to provide these services). The frequency for this benefit shall be once every twelve (12) months.
- 10.3 Frames.** The Plan Design must make available a selection of frames from which the Participant may choose and/or enable Participants to access their material benefits from a retailer. The wholesale allowance for frames shall be at least one hundred dollars (\$100).
- 10.4 Contact Lenses.** The Plan Design must cover medically necessary contact lenses in at least the following instances:
- After cataract surgery;
  - To correct extreme visual acuity problems that cannot be corrected to 20/70 in the better eye with glasses;
  - For certain conditions of anisometropia and keratoconus; or
  - When deemed necessary by a medical provider.
- 10.5 Elective Contact Lenses.** The Plan Design must cover elective contacts for vision correction. The elective contact lenses benefit must include the cost of the contact lenses and may include the cost of extended exams to fit contact lenses and any follow up exams.
- 10.6 Discount on Lasik services.** The Plan Design must provide a discount for Lasik services.

Please see **table** below for further detail on coverage requirements.

	Plan Design	
<b>Calendar Year Deductible</b>	<b>\$0</b>	
<b>Calendar Year Maximum Benefit</b>	<b>Unlimited</b>	
<b>Frequency</b>	<b>Network</b>	<b>Out-of-Network</b>
Exam	12 months	12 months
Lenses	12 months <sup>1</sup>	12 months
Frames	24 months	24 months
<b>Benefits</b>		
Eye Exam (with dilation as necessary)	100% after \$10 copay	\$40 allowance
Frames	\$75 wholesale allowance	\$60 retail allowance
<b>Lenses - Standard Plastic<sup>2</sup></b>		
Single	100% after \$10 copay	\$40 allowance
Bifocal	100% after \$10 copay	\$60 allowance
Trifocal	100% after \$10 copay	\$80 allowance
<b>Contact Lenses<sup>3</sup></b>		
Medically Necessary	100%	\$100 allowance
Elective	\$150 allowance <sup>1</sup>	\$75 allowance
<b>Miscellaneous Benefits</b>		
Scratch Resistant Lenses	\$25 allowance	Not Covered
Anti-Reflective Lenses	\$50 allowance	Not Covered
Lasik	Discount Available <sup>4</sup>	Not Covered

<sup>1</sup> Coverage applies to either glasses or contact lenses in a Plan Year.

<sup>2</sup> The Plan Design will cover only the basic cost of lenses. The insured is responsible for lens options selected, unless otherwise specified in the Plan Design or deemed Medically Necessary. These options may include, but are not limited to: blended lenses; progressive multifocal lenses; photocromatic lenses, tinted lenses, sunglasses, prescription and plano; etc. After copay, standard polycarbonate lenses are available at no charge for Participants less than nineteen (19) years old.

<sup>3</sup> Frequency for contact lenses is every twelve (12) months. Contact lens allowance must be used at one time; no amount will carry forward.

<sup>4</sup> Participants receive a twenty-five percent (25%) discount off the usual and customary price or five percent (5%) off advertised promotions or specials for LASIK services provided by in-network providers. The discount includes consultations, laser procedure, follow-up visits and any additional necessary corrective procedures.

## 10.7 Limitations and Exclusions:

In no event will coverage under the Plan Design exceed the lesser of:

- The actual cost of covered services and materials;
- The allowance or policy limits shown in the Plan Design.

#### **10.8 The Plan Design will not cover:**

- Benefits not specifically listed in the schedule of benefits;
- Cosmetic items not specifically listed in the schedule of benefits;
- Replacement or repair of materials that are lost or broken;
- Multiple pairs of glasses in lieu of bifocals or trifocals;
- Orthoptics or vision training or any associated supplemental testing;
- Medical or surgical treatment of eye injury or disease;
- Non-prescription lenses;
- Services or materials covered under Worker's Compensation;
- Eye exams required as a condition of employment;
- Services not performed by licensed professionals;
- Aniseikonic lenses;
- Services provided after the date the insured person is no longer covered under the policy, except when vision materials ordered before coverage ended are delivered and the services are provided to the insured person within thirty-one (31) days from the date the materials were ordered;
- Services or materials provided by any other discount, promotional offering or other group plans unless otherwise stated in the schedule of benefits;
- Any charges for failure to keep a scheduled appointment; or
- Experimental treatment or device(s).

### **Section 11 FINANCIAL PROPOSAL**

**Instructions:** Respondent shall provide the information required in Attachment B: Financial Proposal. 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 responsive Respondent.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## FORM 1 – MANDATORY RESPONSIVE REQUIREMENTS

Respondent certifies its ability to meet the Minimum Qualifications, in accordance with section 5.
Respondent certifies it will perform, at a minimum, the tasks outlined in the Administrative Requirements, in accordance with section 6.
The Respondent certifies it is in compliance with section 9 of the PUR 1001 form, as modified by section 2.16 of the RFP, and that the Respondent accepts the terms and conditions of this ITN, including all addendums and attachments, without qualification or exception.
The Respondent certifies neither it, nor its affiliates, is a Convicted Vendor or on the Discriminatory Vendor List as described in sections 287.133 and 287.134, Florida Statutes, respectively.
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. <a href="https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2020_09_22_Web_Update/PFIA_Prohibited_List.pdf?ver=2020-09-22-140926-527">https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2020_09_22_Web_Update/PFIA_Prohibited_List.pdf?ver=2020-09-22-140926-527</a>
Respondent certifies it is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, prior to anticipated contract execution date. Website: <a href="https://dos.myflorida.com/sunbiz/">https://dos.myflorida.com/sunbiz/</a> <b>Note:</b> Title XXXVI, Business Organizations, of the Florida Statutes, lists the requirements that out-of-state entities must fulfill to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida (e.g., see section 607.1503(1),F.S., pertaining to corporations). The Respondent agrees to attain such authorization within seven (7) Business Days of notice of award, should the Respondent be awarded a contract.
Respondent certifies the person submitting the Proposal is authorized to respond to this solicitation on the Respondent's behalf.
Respondent certifies that it accepts the Contract terms and conditions as stated herein, without qualification or exception.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and to provide certification as required in this Form 1.

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

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

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

\_\_\_\_\_  
Date

## FORM 2: 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 section 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: \_\_\_\_\_, 2021

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



**FORM 4 - 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 5 - 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. 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 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.
- 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 the Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

**FORM 6 - 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 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM**

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

Please list all Addendum(s) / Amendment(s) below.

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

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

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