



State Term Contract 80111502-19-1
For
Benefits Consulting, Actuarial and Claims Auditing Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Foster & Foster Consulting Actuaries, Inc. (Contractor), with its principal place of business at 7612 Bristol Park Drive, Apollo Beach, Florida 33572, collectively referred to herein as the “Parties.”

The Contractor was awarded to provide the following Service Category(ies): Service Category 1 – Benefits Consulting and Service Category 2 – Actuarial.

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for five years. The Initial Contract Term shall begin on December 17, 2019. The Contract shall expire on December 16, 2024, unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Exhibits shall have priority in the order listed:

- a) Special Contract Conditions, Exhibit A
- b) Addenda to Solicitation (in reverse order of issuance), Exhibit B
- c) RFP and RFP attachments (includes Scope of Work), Exhibit C
- d) Contractor’s Cost Proposal, for each Service Category(ies), Exhibit D
- e) Contractor’s Technical Proposal for each Service Category(ies), Exhibit E

State Term Contract No. 80111502-19-1
For
Benefits Consulting, Actuarial and Claims Auditing Services

IV. Contract Management.

Department's Contract Manager:

Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

Contractor's Contract Manager:

Travis Smith
Foster & Foster Consulting Actuaries, Inc.
13420 Parker Commons Boulevard, Suite 104
Ft. Myers, Florida 33912
Telephone: (239) 433-5500
Email: travis.smith@foster-foster.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**FOSTER & FOSTER CONSULTING
ACTUARIES, INC.**

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

**Rosalyn Ingram,
Chief Procurement Officer and Director of State
Purchasing**

Date:

Date:

**State Term Contract No. 80111502-19-1
For
Benefits Consulting, Actuarial and Claims Auditing Services**

IV. Contract Management.

Department's Contract Manager:

Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

Contractor's Contract Manager:

Travis Smith
Foster & Foster Consulting Actuaries, Inc.
13420 Parker Commons Boulevard, Suite 104
Ft. Myers, Florida 33912
Telephone: (239) 433-5500
Email: travis.smith@foster-foster.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**FOSTER & FOSTER CONSULTING
ACTUARIES, INC.**



TRAVIS SMITH
President- Health and Welfare

December 16, 2019
Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**



Rosalyn Ingram,
**Chief Procurement Officer and Director of State
Purchasing**

12/17/19
Date:

EXHIBIT A
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Exhibit B

Benefits Consulting, Actuarial, and Claims Auditing Services Request for Proposals

No. 19-80111502-A

Addendum No. 2 – Timeline and RFP Revision

Contained herein are revisions to the timeline and RFP. The Department hereby amends RFP No. 19-80111502-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. In the event of a conflict between information contained in RFP No. 19-80111502-A previously released on the Vendor Bid System on July 30, 2019, and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this RFP No. 19-80111502-A solicitation. Please Note: This Addendum No. 2 does not need to be returned with a vendor's proposal.

1. The timeline is revised as follows:

Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		7/30/2019
Deadline to submit questions in MFMP Sourcing	10:00 AM	8/12/2019
Department's anticipated posting of answers on the VBS		8/27/2019
Deadline to submit proposal and all required documents in MFMP Sourcing	10:00 AM	9/10/2019
Public Opening Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	10:30 AM	9/10/2019
Formal evaluations conducted		9/24/2019- 10/31/2019

Timeline of Events	Event Time (Eastern Time)	Event Date
Public Meeting for Evaluators to confirm technical scores Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	10:00 AM	11/12/2019
Anticipated date to post Notice of Intent to Award		11/19/2019
Anticipated Contract start date		12/17/2019

2. Section 5.4 of the RFP is revised as follows:

5.4 Technical Evaluation ~~and Evaluator's Public Meeting~~

The Evaluators will independently review and score the responsive and responsible technical proposals using the evaluation criteria described in Attachment D - Technical Proposal and Technical Proposal Evaluation Criteria. ~~The Department will then hold a public meeting in which the evaluators will confirm their technical scores in accordance with the Timeline of Events.~~

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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



Benefits Consulting, Actuarial, and Claims Auditing Services Request for Proposals

No. 19-80111502-A

Addendum No. 1 – RFP Revisions and Questions and Answers

Contained herein are revisions to the RFP, attachments, and the answers to the questions timely submitted to the Department of Management Services (Department). The Department hereby amends RFP No. 19-80111502-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. In the event of a conflict between information contained in RFP No. 19-80111502-A previously released on the Vendor Bid System on July 30, 2019, and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this RFP No. 19-80111502-A solicitation. Please Note: This Addendum No. 1 does not need to be returned with a vendor's proposal.

1. RFP No. 19-80111502-A is hereby amended as follows:

- a. Attachment D, Technical Proposal and Technical Proposal Evaluation Criteria, is replaced in its entirety with the Attachment D, Revised Technical Proposal and Technical Proposal Evaluation Criteria, which is posted on the Vendor Bid System.
- b. Attachment E, Responsive Requirements, is replaced in its entirety with the Attachment E, Revised Responsive Requirements, which is posted on the Vendor Bid System.
- c. Subsection 1.6, Order of Precedence for Solicitation, is amended as follows:
In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):
 - a) Addenda to Solicitation, if issued (in reverse order of issuance)
 - b) Cost Proposal, Attachment A
 - c) Special Contract Conditions, Attachment B
 - d) Draft Contract, Attachment C
 - e) Revised Technical Proposal and Technical Proposal Evaluation Criteria, Attachment D
 - f) RFP all other RFP attachments
- d. Subsection 2.1.1, Service Category 1 – Benefits Consulting, is amended as follows: Awarded Contractor(s) will provide services related to, and/or advise Customers on, insurance and/or employee benefits. This includes providing a range of advice, assistance, guidance, counseling, and support on selecting, purchasing, and administering employee benefits.
- e. Subsection 2.5.1, Tasks, is amended as follows:
2.5.1.1 Tasks Applicable to all Service Categories. Tasks that may be permissible under this Contract include, but are not limited to:
 - Provide legislative support, including, but not limited to, presentation(s) to legislative staff, and any requested analyses.
 - Provide testimony as a witness in a court proceeding.
 - Review proposed legislation and determine potential program impacts.
 - Prepare fiscal impact notes and bill analyses.
 - Consult or advise Customer by phone, letter, email, or in person.
 - Conduct or assist presentations as requested.
 - Perform special projects, special studies, and special evaluations as needed.
 - Assist with the development and implementation of an educational and outreach strategy.
 - ~~Create and disseminate various educational materials, brochures, flyers (hard copy and online).~~

- ~~Perform reviews of actuarial valuations and impact statements.~~
- Review content and create necessary reports.
- Verify validity of reports and calculations.

f. Subsection 4.1.2, Attachment E – Responsive Requirements, is amended as follows:

4.1.2 Attachment E – Responsive Requirements

The Respondent must submit a completed Attachment E – **Revised** Responsive Requirements document.

g. Subsection 5.4, Technical Evaluation and Evaluator’s Public Meeting, is amended as follows:

The Evaluators will independently review and score the responsive and responsible technical proposals using the evaluation criteria described in Attachment D - **Revised** Technical Proposal and Technical Proposal Evaluation Criteria. The Department will then hold a public meeting in which the evaluators will confirm their technical scores in accordance with the Timeline of Events.

h. Subsection 5.5, Basis of Award, is amended as follows:

Contract(s) will be awarded to the responsive and responsible Vendor(s) per Service Category that is determined to be the most advantageous to the state with the highest **Service Category** total final score. The Department will issue an award per Service Category (i.e. 1) Benefits Consulting Services, 2) Actuarial Services, and 3) Claims Auditing Services) to the vendor with the highest **Service Category** total final score, which will be calculated by the Procurement Officer by combining the average of the evaluator technical scores **for a Service Category** and the cost proposal score. A Contract for a Service Category will be awarded to the responsive and responsible Respondent(s) whose proposal **for a Service Category** is determined in writing to be the most advantageous to the State, taking into consideration the price and other criteria set forth in this RFP. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent. The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category. The methodology for scoring each Service Category is outlined below:

Proposal	Available Points
A. Technical Proposal (Attachment D)	130
B. Cost Proposal (Attachment A)	70
Total Available Points for a Service Category (A + B)	200

A Respondent may receive awards for multiple proposed Service Categories in accordance with the terms of the RFP. The Department reserves the right to award multiple Contracts, for all or part of the work contemplated by this solicitation. The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state. However, the Department reserves the right to make no award in one or all Service Categories as determined to be in the best interest of the State.

i. Subsection 5.5.1 is amended as follows:

The Respondent shall be awarded up to 130 points for a Service Category based on its submitted Technical Proposal in accordance with the evaluation criteria outlined in Attachment D - **Revised** Technical Proposal and Technical Proposal Evaluation Criteria.

- j. Page 27 of the RFP, RFP Attachments, is amended as follows:
- Attachment A - Cost Proposal (must be submitted prior to RFP opening)
 - Attachment B – Special Contract Conditions
 - Attachment C – Draft Contract
 - Attachment D – **Revised** Technical Proposal and Technical Proposal Evaluation Criteria (vendor response must be submitted prior to RFP opening)
 - Attachment E – **Revised** Responsive Requirements (must be submitted prior to RFP opening)
 - Attachment F – Vendor Information
 - Attachment G – No Offshoring
 - Attachment H – Certification of Drug-Free Workplace
 - Attachment I – Subcontracting

2. The Department's responses to timely submitted questions are below:

No.	Question	Answer
1.	Who is/are the incumbent consultant(s) and how long have they been in place?	<p>The services sought in this procurement are not currently provided as a state term contract for the State of Florida.</p> <p>The Department of Management Services, Division of State Group Insurance has the following current contracts: DMS 13/14-018A with Foster and Foster to provide an independent benefits consultant, actuarial and auditing services; DMS 13/14-018B with Gabriel, Roeder and Smith to provide an independent benefits consultant, actuarial and auditing services and DMS 13/14-018C with Mercer to provide an independent benefits consultant, actuarial and auditing services.</p> <p>The contract effective dates for the Division of State Group Insurance contracts are: DMS 13/14-018A: 7/23/2014 DMS 13/14-018B: 8/29/2014 DMS 13/14-018C: 7/23/2014</p> <p>The Department of Management Services, Division of Retirement has the following current contracts: DMS 17/18-004 with Gabriel, Roeder and Smith and DMS 10/11-015 with Milliman to provide actuarial services.</p> <p>The contract effective dates for the Division of Retirement contracts are: DMS 17/18-004: 9/18/2018 DMS 10/11-015: 7/1/2011</p>
2.	Why did DMS decide to bid these services at this time?	Reference RFP subsection 1.1, Objective.

3.	Are the services outlined in RFP comparable to those currently being provided by the incumbent consultant(s)?	The services sought in this procurement are not currently provided as a state term contract for the State of Florida. The Department's current contracts for independent benefits consultant, actuarial and auditing services are specific to the Department's needs. The three service categories have been broadened for this procurement to accommodate the needs of multiple customers under the awarded state term contract(s).
4.	What were the total consulting fees for these services during each of the last three years? What were the fees by Service Category – Benefits Consulting, Actuarial, and Claim Audit?	<p>Reference RFP subsection 1.2, Background Information. The services sought in this procurement are not currently provided as a state term contract for the State of Florida.</p> <p>For the Department of Management Services, Division of State Group Insurance, the fees by Service Category are as follows:</p> <p>Independent Benefits Consultant – Fiscal Year 2016-2017 approximately \$734,000; Fiscal Year 2017-2018 approximately \$610,000; and Fiscal Year 2018-2019, approximately \$551,000.</p> <p>Actuarial Services – Fiscal Year 2016-2017 approximately \$20,000; Fiscal Year 2017-2018 approximately \$54,000; and Fiscal Year 2018-2019 approximately \$37,000.</p> <p>Auditing Services – Fiscal Year 2016-2017 approximately \$142,000; Fiscal Year 2017-2018 approximately \$128,000; and Fiscal Year 2018-2019 approximately \$95,000.</p> <p>For the Department of Management Services, Division of Retirement, the fees by Service Category are as follows:</p> <p>Independent Benefits Consultant – Fiscal Year 2016-2017 approximately \$25,000; Fiscal Year 2017-2018 approximately \$25,000; and Fiscal Year 2018-2019 approximately \$25,000.</p> <p>Actuarial Services – Fiscal Year 2016-2017 approximately \$190,000; Fiscal Year 2017-2018 approximately \$76,000; and Fiscal Year 2018-2019 approximately \$180,000.</p>
5.	What were the total number of consulting hours for these services during each of the last three years? What were the hours by Service Category – Benefits Consulting, Actuarial, and Claim Audit?	The services sought in this procurement are not currently provided as a state term contract for the State of Florida. For the Department of Management Services, this information is unknown at this time.
6.	When do you anticipate each in-scope coverage (e.g., medical, dental, etc.) will next go out to bid?	Upon award of resultant Contract(s), Customers can create a customer-specific scope of work on an as needed basis.

7.	Have there been any major changes to the employee benefit programs in the last three years? If so, please describe the changes and their impact.	<p>The services sought in this procurement are not currently provided as a state term contract for the State of Florida.</p> <p>For the Department of Management Services, Division of State Group Insurance, the last three years the Florida Legislature has made substantial changes to the State Group Insurance Program (Program), including requiring the Department to procure and implement three new benefits: an online transparency portal to allow employees to shop for healthcare services by cost and quality, a bundled medical services provider, and an administrator of a health reimbursement account. These benefits comprise the state's Shared Savings Program. With the help of benefits consultants, the Department conducted a comprehensive review of the Program, including a benchmarking analysis, and issued recommendations to the Legislature for implementation of metal tier-style health plans. In addition, the Department conducted a statewide dependent eligibility verification audit, implemented a weight management pilot, procured for Medicare-Advantage Prescription Drug plans, recently initiated a referral pattern analysis with a benefits consultant to help to set up regions for HMO services by rule, and is also implementing formulary management for the 2020 plan year.</p>
8.	How many subscribers and members are covered under medical, dental, vision, life, etc.? Please also provide subscribers and members by plan option for each coverage.	<p>A list of subscribers can be found in Exhibit 1 to Addendum 1.</p> <p>A listing of subscribers and members by plan option for each coverage type does not exist.</p>
9.	How many claims audits do you anticipate to be performed annually under this contract and of which vendors?	The services sought in this procurement are for statewide use by any eligible Customer. For any resultant contract(s), needs and services will be determined by the Customers.
10.	What type of data will the selected consultant have access to and how will they receive it?	The type of data is dependent upon the type of Customer and the Customer's needs. For the Department of Management Services, Division of State Group Insurance, aggregate medical and pharmacy claims data can be provided for analyses.
11.	Will the selected consultant(S) be required to receive and/or store PHI or other confidential data from DMS?	The services sought in this procurement are for statewide use by any eligible Customer. For any resultant contract(s), needs and services will be determined by the Customers.
12.	Does the State of Florida currently have a health care data warehouse in place? If so, who is the data warehouse vendor and how many years of data are currently available?	The State of Florida does not have a contract for storing State of Florida health care data, however the Department of Management Services, Division of State Group Insurance has a contract with Benefitfocus to store health care data for members of the State Employees' Group Health Insurance Program. The Program covers all State agencies, State universities, a handful of other entities, and enrolled retirees. Health care data is available from January 2012 to present.

13.	Please confirm whether DMS prefers a single Technical Proposal narrative that spans the requirements of all Service Categories being proposed on or a separate narrative by Service Category?	See the posted Attachment D, Revised Technical Proposal and Technical Proposal Evaluation Criteria.
14.	Is there additional guidance DMS can provide regarding the content of the Technical Proposal, for example, is there interest in client references?	See the response to question 13.
15.	What are the most important challenges facing your program that you wish to address through this contract?	<p>See the response to question 2 and question 11.</p> <p>The Department relies on an independent benefits consultant(s) to help quantify and qualify member and financial impacts of benefit changes, as well as ensure fiscal integrity and accountability in its programs.</p>
16.	The last two bullets in RFP section 2.4.3 are typically requirements associated with vendors that conduct financial audits. Given that Service Category 3 refers to operational and claims audits of the State's third-party administrators which do not constitute a financial audit in the traditional sense, please confirm whether these requirements/preferences apply.	Yes, the last two bullets in RFP subsection 2.4.3 are applicable to Service Category 3 – Claims Auditing Services.
17.	<p>We request that the last paragraph of Section 2.1 of the RFP be modified as follows, to clarify that the Contractor and Customers can expressly agree to specific modifications to the terms and conditions established by the master contract, and those express agreements shall not be considered a "conflict" as that term is used elsewhere in the provision:</p> <p>When creating a Customer specific scope of work, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall be for similar or equivalent services contemplated in this Contract Scope of Work and shall not conflict with the terms and</p>	RFP subsection 2.1 will not be modified.

	<p>conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer). <u>Notwithstanding the foregoing, the Customer and Contractor can agree within a Customer's scope of work, with express reference to specific sections in this Contract, to modify terms of this Contract and such modifications will not be considered a "conflict" under this paragraph.</u> Specific terms and conditions within a Customer's scope of work are only applicable to the Customer's Contract or Purchase Order.</p> <p>Alternatively, if the Department does not agree to modify Section 2.1 of the RFP as set forth above, we request the Department modify the RFP to permit an offeror to submit terms and conditions exceptions as part of its proposal. Examples of sections that would require modification to account for an exception process include Section 3.5 and Section 6.1.</p>	
18.	Please confirm if the State is willing to accept the Auto Liability based on Auto limits on any one accident or loss?	No, the state is not willing to accept the Auto Liability based on Auto limits on any one accident or loss.
19.	Please confirm if the State is willing to accept that our professional liability limits are each wrongful act/annual aggregate and our policy has a \$5 million retention. Our annual report is available online for the State to review.	Reference Attachment B, Special Contract Conditions, Section 7, Liability and Insurance, for insurance requirements. Also, the services sought in this procurement are for statewide use by any eligible Customer who may, when creating a Customer specific scope of work, negotiate terms and conditions which supplement those contained in the Contract.
20.	With regards to WOS we would request that the waiver of the insurer's subrogation rights with WC, EL, GL and AI be removed or if not, will the State allow mutual waivers under the other party's policies?	This question is not clear. See the response to question 19.
21.	Please confirm if the State would allow the Awardee to advise that a cancelled, or non-renewed policy would be replaced with no coverage	Yes, reference Attachment B, Special Contract Conditions, subsection 7.3, Florida Authorized Insurers. The Department requires a current certificate of insurance (COI).

	gap and a current COI would be provided and not provide a cancellation notice, since coverage will be replaced with no gap.	
22.	Please confirm that it is acceptable to name the State as an additional insured on our Commercial General Liability Policy, but it will be via a Certificate of Insurance, not endorsement? Is this acceptable to the State?	Reference Attachment B, Special Contract Conditions, subsection 7.3, Florida Authorized Insurers.
23.	Section 7.4 Performance Bond – Will a performance bond be required for this State Term Contract? If so, for what amount?	No, a performance bond is not required for a Contractor awarded a Contract for this procurement.
24.	Section 7.5 and 7.6 Indemnification: Please confirm if the State is willing to accept the indemnification be limited to losses and damages as a result of our negligence and covered under the terms of our general liability policy; any wrongful acts solely in rendering or failing to render professional services and covered under our professional liability policy; or, any claim alleging a security failure, privacy event or wrongful act and covered under our cyber liability policy (misappropriation of trade secret or, infringement of patent are exclusions in our cyber policy)	Attachment B, Special Contract Conditions will remain as written. Please reference RFP subsection 6.1, General Instructions, the modification to Section 9 of the PUR1001 which contains a Respondent's Representations and Authorizations in submitting a response. Also see the posted Attachment E, Revised Responsive Requirements.
25.	Section 8.4 Intellectual Property - This section should make clear that we will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the State was used to create and which was developed entirely using our own resources. To the extent our intellectual property is necessary for the State to use the services provided, we will grant to the State a non-exclusive, royalty-free license to our intellectual property solely for the State's use of such services.	Attachment B, Special Contract Conditions will remain as written.

26.	Page 6 – Introduction and Objective Section – How many state term contracts will be awarded through this RFP? Is the state looking for multiple consultants or just one?	Reference RFP subsection 1.1, Objective, and subsection 5.5, Basis of Award.
27.	Page 15 – Diversity Report – Is the State looking for the awardee to include certified and other minority business enterprises? If yes, what has been the percentage of the contract provided towards these vendors?	Reference RFP subsection 3.9, Commitment to Diversity in Government Contracting. RFP subsection 2.13 references reporting requirements for awarded Contractor(s).
28.	Can you provide the current agreements and annual compensation of the incumbent insurance consultants?	See response to question 1. Current Department of Management Services contracts can be found on the Florida Accountability Contract Tracking System: https://facts.fldfs.com/Search/ContractSearch.aspx
29.	RFP Due Date: Would the State consider extending the closing date?	No, the Department has a firm timeline.
30.	Please confirm that Section 19 (Indemnification) of the PUR 1000 General Contract Conditions will pertain to contracts awarded under RFP No: 19-80111502-A for Benefits Consulting, Actuarial, and Claims Auditing Services. Retaining this language in the contract is important for our organization's ability to respond to the RFP.	No. The PUR 1000 is superseded in its entirety by the Special Contract Conditions. Reference Attachment B, Special Contract Conditions, Table of Contents, and subsection 7.5, Indemnification.
31.	Please confirm that Section 20 (Limitation of Liability) of the PUR 1000 General Contract Conditions will pertain to contracts awarded under RFP No: 19-80111502-A for Benefits Consulting, Actuarial, and Claims Auditing Services. Retaining this language in the contract is important for our organization's ability to respond to the RFP.	No. The PUR 1000 is superseded in its entirety by the Special Contract Conditions. Reference Attachment B, Special Contract Conditions, Table of Contents, and subsection 7.6, Limitation of Liability.
32.	Please confirm that Section 31 (Dispute Resolution) of the PUR 1000 General Contract Conditions will pertain to contracts awarded under RFP No: 19-80111502-A for Benefits Consulting, Actuarial, and Claims Auditing Services. Retaining this language in the contract is important for our organization's ability to respond to the RFP.	No. The PUR 1000 is superseded in its entirety by the Special Contract Conditions. Reference Attachment B, Special Contract Conditions, Table of Contents, and subsection 5.2, Dispute Resolution, Governing Law, and Venue. Also, see the response to question 13.

	Attachment D, Section 2 (Proposed Solution) states: "The Respondent shall fully describe in the Technical Proposal their solution for carrying out the proposed Service Category(ies) which demonstrates the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide." There are a wide range of projects that may fit into the broad categories of Benefits Consulting, Actuarial, and Claims Auditing Services. Since there are no concrete projects listed in the RFP, should respondents describe their general approach for providing typical services in each category?	
33.	Has the Department previously engaged consulting companies to perform similar tasks? If yes, please provide a sample of the work product including reports, outlines of presentations to be given to legislative bodies, etc.	<p>For the Department of Management Services, the following companies have been contracted to perform similar tasks: Mercer, Foster & Foster, Milliman, and Gabriel, Roeder, Smith & Company. Current Department of Management Services contracts, and the applicable terms and conditions, can be found on the Florida Accountability Contract Tracking System: https://facts.fldfs.com/Search/ContractSearch.aspx.</p> <p>The question is unclear what specific documents are being requested. Public records requests can be submitted to: publicrecords@dms.myflorida.com.</p>
34.	<p>There are three categories within the RFP: 1) Benefits Consulting; 2) Actuarial Services; and 3) Claims Auditing Services:</p> <p>Will any preference be given to a respondent who proposes to offer services in all three service categories?</p>	No preference will be given to vendors who propose all three Service Categories.
35.	Section 2.5.1.4 <u>Service Category 3 – Claims Auditing Tasks</u> : among others that the tasks that may be permissible for Service Category 3 include, but are not limited to: "Audit Customer information processed during the audit period"	<p>The services sought in this procurement are for statewide use by any eligible Customer. Customer information and the time period(s) will be defined by the Customer specific scope of work.</p> <p>The Department of Management Services Division of State Group Insurance has previously requested post payment audits of medical and pharmacy claims.</p>

	<p>Please provide a sample or further explanation of "Customer information"</p> <p>What time period(s) would be subject to "Audit"?</p>	<p>The Department of Management Services has previously defined an audit period as July 1st through June 30th of a year.</p>
36.	<p>What is the anticipated delivery deadline of a work product from a respondent subsequent to the conclusion of an audit period?</p>	<p>The services sought in this procurement are for statewide use by any eligible Customer. Timelines and deliverables will be defined by the Customer specific scope of work.</p>
37.	<p>Can you please provide details on the evaluation criteria for relevant Experience? As this is worth 75/130 points for the technical proposal, we would like to understand what specific information is required to confirm extensive relevant experience.</p>	<p>See the response to question 13.</p>
38.	<p>Can you please provide further detail on the evaluation criteria for Proposed Solution? The service categories, particularly "Benefits Consulting Services" are broad, and this aspect of these proposal consists of one open-ended question. Can you identify the specific benefits consulting services that The State of Florida will base the evaluation on? How will "exceptional ability to provides the services" be determined?</p>	<p>See the response to question 13.</p>
39.	<p>What are your top 5 objectives/priorities for benefit consulting services?</p>	<p>See the response to question 11.</p> <p>For the Department of Management Services, Division of State Group Insurance, priorities include, but are not limited to: consulting support for procurements related to Pharmacy Benefits Management Services, Health Maintenance Organization, and Preferred Provider Organization services; benchmarking and trend analyses; actuarial and financial analyses; plan design analyses; and claims, program, and financial audits.</p> <p>For the Department of Management Services, Division of Retirement, priorities include, but are not limited to, actuarial and financial analyses and plan design analyses.</p>
40.	<p>Are there existing State contracts with benefits consulting companies? If yes, do they reflect the services</p>	<p>See the response to question 28.</p>

	requested in this RFP? If yes, may we review them?	
41.	<p>RFP pages 10-11 Section 2.5.1.</p> <p>2.5.1.1 Tasks Applicable to all Service Categories.</p> <p>Not all of the stated tasks applicable to all Service Categories seem to fit for Service Category 3 Claims Auditing specifically. Can you clarify if the following tasks will be expected for Service Category 3:</p> <p>Create and disseminate various educational materials brochures, flyers (hard copy and online)</p> <p>Perform reviews of actuarial valuations and impact statements.</p>	See Addendum 1, 1.d., revised sub-section 2.5.1.1, listed above.
42.	The RFP does not provide a required response format. Please describe what needs to be included in the Technical proposal besides Attachment D. For example, does the State want vendors to also provide organizational background information and/or references? Does it matter what proposal order we provide our Experience and Proposed Solution (Attachment D)?	See the response to question 13.
43.	Is it the State's intent to award this work to different vendors? Who is the incumbent of the current contract?	See the response to question 1 and question 26.
44.	Please list the entities (customers) that can utilize this contract and is it primarily for the state health plan? On page 6, the State says "Customers for this Contract include state agencies and eligible users". Please provide a list of the eligible users.	<p>Customers include state agencies and eligible users.</p> <p>Agency is defined in section 287.012, Florida Statutes. Eligible Users is defined in Rule 60A- Florida Administrative Code.</p>
45.	What is the audit period?	<p>The services sought in this procurement are for statewide use by any eligible Customer. Customer information and the time period(s) for audits will be defined by the Customer specific scope of work.</p> <p>The Department of Management Services has previously defined an audit period as July 1st through June 30th of a year.</p>

46.	Are there any audit restrictions?	The services sought in this procurement are for statewide use by any eligible Customer. Customer information will be defined by the Customer specific scope of work.
47.	How many members are enrolled in each Plan? · Standard PPO · Health Investor Health Plan PPO	Enrollment in the following plans are as follows as of June 2019: PPO Standard: 81,006 individuals PPO High Deductible Health Plan: 3,220 individuals
48.	Are there performance guarantees in place? If so, are there financial penalties if not met?	Yes, there are financial consequences for the state term contract. Reference RFP subsection 2.8, Financial Consequences. Additionally, Customers may require Customer specific financial consequences for non-performance in a Customer's Request for Quote.
49.	The below section refers to CPA services. Will non CPA firms be considered to conduct the medical claims auditing services? 2.4.3 Service Category 3 – Claims Auditing: External peer reviews are performed of the organization and are in conformance with the peer review standards for the American Institute of Certified Public Accountants and Government Auditing Standards. Principal and Senior auditing personnel have completed at least twenty-four (24) hours of continuing professional education (CPE) within the preceding two (2) years.	The Customer will determine if a CPA is required for Service Category 3. Customer preferences and requirements for each Service Category will be defined by the Customer specific scope of work.
50.	Attachment B - Can the PUR1000 Limitation of Liability (LOL) be acceptable in lieu of what is included in this attachment?	No. The PUR 1000 is superseded in its entirety by the Special Contract Conditions. Reference Attachment B, Special Contract Conditions, Subsection 7.6, Limitation of Liability.
51.	Attachment C - Can the order of precedence in the RFP be used in lieu of what is outlined in Attachment C?	RFP subsection 1.6, Order of Precedence for Solicitation, describes how the <u>procurement documents</u> will be resolved in the event of a conflict. Attachment C, Draft Contract, Section III, Contract, describes how the <u>contract attachments</u> will be resolved in the event of a conflict. These two separate orders of priority will remain as stated in the <u>procurement documents</u> .
52.	Specific to service category 3 (claims auditing), what types of entities do you anticipate will be requiring/requesting these services?	The services sought in this procurement are for statewide use by any eligible Customer. The Department is unsure what types of entities will use Service Category 3. Currently, the Department of Management Services, Division of State Group Insurance uses claims auditing services for

		<p>post payment claims audits of four self-insured medical plans and one pharmacy benefits manager.</p> <p>This category is not currently used by the Department of Management Services, Division of Retirement.</p>
53.	Does the Department have an approximate page # limit for the technical response? Our firm has a lot of specific claims auditing experience and even more experience with closely related services. The response could get lengthy but we do not want to provide too much information so as not to be a burden to the Department in the review process.	See the response to question 13.
54.	Do you expect resumes or bio's to be included as part of the technical proposals? It would seem as though their inclusion would help to highlight that the bidder has the necessary personnel to satisfy the job titles and duties listed in section 2.3 of the RFP, however Attachment D does not mention them in the "experience" section.	See the response to question 13.
55.	Forms to include – In the MFMP portal "submit response" section, it appears that we should upload 7 different files (Attachments A, D, E, F, G, H & I). Can you confirm these are the documents that should be included and that they should be uploaded separately? It appears that all but attachment A would be in PDF and Attachment A would be in excel.	Attachments A, D, E, F, G, H (if applicable), and I are to be uploaded separately into the MFMP portal. Also reference RFP subsection 4.1, Mandatory Responsive Requirements, regarding the submission of Attachment A, in excel, and Attachment E.
56.	Attachment E (responsive requirements) has a column for "Vendor page # of proposal." There are 9 items listed, some of which are already required to be submitted, such as Attachment F and Attachment I. However, many of the items refer to the RFP or to Attachment B (the contract). We would just like to confirm that when uploading Attachment E, the Department is only looking for that	See the posted Attachment E, Revised Responsive Requirements.

	form, signed, and not that we include the RFP or the Special Contract Conditions pages as add-ons within the same upload. We are asking because of the "vendor page # of proposal" column. We would sign and confirm that we've read and will adhere to everything, but if we don't re-attach certain items, there would be no page # to reference.	
57.	<p>The aforementioned RFP includes an anticipated contract start date of December 17, 2019. However, as of July 8th, 2019, DMS entered into a renewal of Contract No. DMS-13/14-018A with a renewal term of July 10, 2019 until July 9, 2020.</p> <p>Is the aforementioned RFP, and the resulting contract awards, intended to override the existing renewal terms effective December 17, 2019?</p>	No. The Department intends to keep the active contracts in place.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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

**EXHIBIT 1 - STATE EMPLOYEES' GROUP HEALTH INSURANCE
PROGRAM PROGRAM ENROLLMENT
FISCAL YEAR 2018-19**

<u>Program</u>	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>	<u>Avg Enrl</u>
<u>Health Insurance</u>	177,332	177,049	177,451	176,855	176,562	176,063	178,370	178,469	177,695	177,580	177,415	177,111	177,329
PPO Plan	84,586	84,568	84,949	84,744	84,631	84,444	84,523	84,570	84,267	84,333	84,329	84,226	84,514
HMO Plan	92,746	92,481	92,502	92,111	91,931	91,619	93,847	93,899	93,428	93,247	93,086	92,885	92,815
Aetna	28,206	28,131	28,171	28,046	27,988	27,895	28,577	28,606	28,464	28,400	28,343	28,292	28,260
AvMed	25,882	25,792	25,750	25,620	25,561	25,449	26,141	26,178	26,007	25,945	25,908	25,848	25,840
Capital Health	31,651	31,582	31,576	31,475	31,433	31,359	31,950	31,915	31,802	31,751	31,701	31,626	31,652
United	7,007	6,976	7,005	6,970	6,949	6,916	7,179	7,200	7,155	7,151	7,134	7,119	7,063
<u>HSA Accounts</u>	3,498	3,543	3,735	3,560	3,671	3,769	3,954	3,845	3,871	3,880	3,893	3,972	3,766
<u>Life Insurance</u>	187,357	187,102	186,996	187,952	188,060	187,785	187,841	187,928	187,329	187,156	187,639	187,461	187,551
Employees	157,654	157,419	157,314	158,186	158,362	158,161	158,246	158,297	157,615	157,556	158,101	157,939	157,904
Retirees	29,703	29,683	29,682	29,766	29,698	29,624	29,595	29,631	29,714	29,600	29,538	29,522	29,646
<u>Life Insurance -Supplemental</u>	75,113	74,878	74,676	74,857	74,845	74,792	81,179	81,270	81,026	80,978	81,143	81,061	77,985
Optional	40,544	40,445	40,341	40,367	40,359	40,264	44,646	44,596	44,409	44,338	44,312	44,224	42,404
Spouse	13,275	13,256	13,230	13,312	13,284	13,322	13,351	13,474	13,495	13,547	13,674	13,705	13,410
Child	21,294	21,177	21,105	21,178	21,202	21,206	23,182	23,200	23,122	23,093	23,157	23,132	22,171
<u>Flexible Spending Plans ⁽¹⁾</u>	21,091	21,150	21,162	20,963	20,885	20,811	22,695	22,609	22,576	22,599	22,548	22,473	21,797
Medical	18,782	18,821	18,811	18,638	18,555	18,480	20,244	20,161	20,129	20,138	20,084	20,017	19,405
Limited Purpose Medical	116	122	127	125	127	124	128	127	127	130	132	127	126
Dependent Care	2,193	2,207	2,224	2,200	2,203	2,207	2,323	2,321	2,320	2,331	2,332	2,329	2,266
<u>Disability</u>	21,450	21,369	21,338	21,372	21,438	21,472	21,461	21,373	21,373	21,318	21,300	21,273	21,377
<u>Supplemental Insurance Plans</u>	219,911	219,191	218,716	219,056	219,079	218,316	228,940	228,931	227,738	227,612	228,167	227,814	223,623
AFLAC	9,934	9,894	9,830	9,728	9,677	9,610	9,799	9,904	9,877	9,837	9,795	9,745	9,803
Humana Dental (Select 15/Schedule B)	17,308	17,257	17,246	17,333	17,371	17,341	16,970	17,039	16,998	17,053	17,202	17,226	17,195
Ameritas Dental	19,565	19,505	19,463	19,549	19,545	19,501	21,690	21,697	21,611	21,651	21,701	21,656	20,595
Assurant/Denticare	9,655	9,616	9,586	9,611	9,611	9,567	9,292	9,277	9,223	9,214	9,239	9,237	9,427
Cigna Dental	16,544	16,506	16,460	16,453	16,446	16,377	15,428	15,409	15,317	15,309	15,413	15,430	15,924
CIGNA Healthcare	4,760	4,722	4,680	4,625	4,595	4,573	4,629	4,608	4,552	4,519	4,500	4,460	4,602
Colonial	25,503	25,347	25,184	25,056	24,994	24,907	26,180	26,061	25,847	25,760	25,696	25,615	25,513
Humana Dental (Network Plus/Preferred Plus)	0	0	0	0	0	0	0	0	0	0	0	0	0
Humana Vision	76,616	76,404	76,325	76,609	76,660	76,391	79,401	79,441	79,079	79,098	79,401	79,344	77,897
New Era (f.k.a Phila Amer Life)	1,951	1,940	1,924	1,891	1,879	1,866	1,917	1,897	1,877	1,880	1,879	1,859	1,897
United Dental	0	0	0	0	0	0	0	0	0	0	0	0	0
MetLife	38,075	38,000	38,018	38,201	38,301	38,183	43,634	43,598	43,357	43,291	43,341	43,242	40,770
<u>Total All Programs excl HSA</u>	702,254	700,739	700,339	701,055	700,869	699,239	720,486	720,580	717,737	717,243	718,212	717,193	709,662
<u>Note:</u>													
1) Unduplicated number of enrollees in both medical & dependent care flexible spending plans.													



Exhibit C

The State of Florida

Department of Management Services

Request for Proposals (RFP)

Benefits Consulting, Actuarial, and Claims Auditing Services

RFP No: 19-80111502-A

Jessalyn Marks, Procurement Officer

Department of Management Services

4050 Esplanade Way, Suite 360G

Tallahassee, Florida 32399-0950

(850) 487-3977

Jesse.Marks@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

Timeline of Events	5
1 INTRODUCTION	6
1.1 Objective	6
1.2 Background Information	6
1.3 Term	6
1.4 Definitions	6
1.5 Procurement Officer	7
1.6 Order of Precedence for Solicitation	7
2 SCOPE OF WORK	7
2.1 Purpose and Service Categories	7
2.2 Commodity Code List	8
2.3 Job Titles and Duties	8
2.4 Personnel and Project Preferences	10
2.5 Tasks and Deliverables.....	10
2.6 Project-Based Pricing	12
2.7 Request for Quote(s) Requirement	12
2.8 Financial Consequences	12
2.9 Contractor's Responsibilities.....	13
2.10 Contractor Warranty	13
2.11 Holidays	14
2.12 Routine Communications	14
2.13 Contract Reporting	14
2.14 Business Review Meetings.....	15

2.15 Price Adjustments.....	16
2.16 Contract Transition	16
2.17 Purchasing Card	16
3 RFP STANDARD INSTRUCTIONS	16
3.1 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)	16
3.2 Minor Irregularities	16
3.3 Special Accommodations	16
3.4 Lobbying Disclosure	17
3.5 Rejection of Proposals.....	17
3.6 Right to Reject.....	17
3.7 Redacted Submissions	17
3.8 Additional Information	18
3.9 Commitment to Diversity in Government Contracting.....	18
3.10 Identical Tie	18
4 RFP SPECIFIC REQUIREMENTS.....	18
4.1 Mandatory Responsive Requirements	18
5 RESPONDING TO THE RFP	19
5.1 Question Submission.....	19
5.2 Addenda to the RFP	19
5.3 Public Opening	20
5.4 Technical Evaluation and Evaluator’s Public Meeting.....	20
5.5 Basis of Award	20
5.6 Electronic Posting of Notice of Intended Award	22
5.7 Firm Response	22
5.8 Modification or Withdrawal of Proposal	22
5.9 Cost of Response Preparation and Independent Preparation.....	22

5.10	Contract Formation	22
6	GENERAL INSTRUCTIONS.....	23
6.1	General Instructions.....	23
6.2	How to Submit a Proposal in MyFloridaMarketPlace.....	24

Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		7/30/2019
Deadline to submit questions in MFMP Sourcing	10:00 AM	8/12/2019
Department's anticipated posting of answers on the VBS		8/27/2019
Deadline to submit proposal and all required documents in MFMP Sourcing	10:00 AM	9/10/2019
Public Opening Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	10:30 AM	9/10/2019
Formal evaluations conducted		9/24/2019- 10/31/2019
Public Meeting for Evaluators to confirm technical scores Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	10:00 AM	11/12/2019
Anticipated date to post Notice of Intent to Award		11/19/2019
Anticipated Contract start date		12/17/2019

Remainder of page intentionally left blank

1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Request for Proposals (RFP) to establish a state term contract for Benefits Consulting, Actuarial, and Claims Auditing Services for statewide use by all Customers. During the 2019 Legislative Session, House Bill 1113 amended section 287.056, Florida Statutes (F.S.), to include the requirement that the Department enter into and maintain one or more state term contracts with benefits consulting companies. The Department is issuing this RFP in furtherance of this requirement set forth in subsection 287.056(3), F.S. (2019). The Department intends to make multiple awards per service category. There are three Service Categories within this RFP: 1) Benefits Consulting Services; 2) Actuarial Services; and 3) Claims Auditing Services.

1.2 Background Information

The solicitation will be administered using the Vendor Bid System (VBS) and MyFloridaMarketPlace (MFMP) Sourcing. The estimated annual spend for these services is \$2,000,000.00. The estimated spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Contract. Customers for this Contract include state agencies and eligible users.

1.3 Term

The initial term of the Contract resulting from this solicitation will be for five (5) years. Upon written agreement, the Contract may be renewed in whole or in part, in accordance with subsection 287.057(13), F.S. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

1.4 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions, and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Business day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

Commodity Code - The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Respondent – A Vendor who submits a proposal to this RFP.

State - The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Bid System (VBS) – The State of Florida's official system for advertising competitive solicitations.

1.5 Procurement Officer

The Procurement Officer is the sole point of contact for this RFP.

Jessalyn Marks
Bureau Chief of Goods and Services, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360G, Tallahassee, FL 32399-0950
Phone: (850) 487-3977
Email: Jesse.Marks@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL ****

1.6 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Cost Proposal, Attachment A
- c) Special Contract Conditions, Attachment B
- d) Draft Contract, Attachment C
- e) Technical Proposal and Technical Proposal Evaluation Criteria, Attachment D
- f) RFP all other RFP attachments

2 SCOPE OF WORK

2.1 Purpose and Service Categories

To provide Benefits Consulting, Actuarial, and/or Claims Auditing Services pursuant to State Term Contract No. 80111502-19-1 for use by Customers. Awarded services will be provided on an as needed basis with no guaranteed or minimum spend under a new Contract. The Customer specific scope of work will be determined and agreed upon by the Customer and the selected Contractor and set forth in the Customer Contract or Purchase Order.

A Respondent may propose to offer one or more services in the following service categories set forth below:

2.1.1. Service Category 1 - Benefits Consulting – Awarded Contractor(s) will provide services related to, and/or advise Customers on, insurance and/or employee benefits. This includes providing a range of advice, assistance, guidance, counseling, and support on selecting, purchasing, and administering employee benefits.

2.1.2 Service Category 2 - Actuarial – Awarded Contractor(s) will provide actuarial services by using statistical techniques and mathematical skills to assess the probability of an event and its financial consequences.

2.1.3. Service Category 3 – Claims Auditing – Awarded Contractor(s) will audit Customer claims including analyzing payments, procedures, and guidelines of benefits. These services may include interpreting detailed paid and/or unpaid claims, eligibility for benefits, payments, and other various reports or data to determine the eligible types of services.

When creating a Customer specific scope of work, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall be for similar or equivalent services contemplated in this Contract Scope of Work and shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer's scope of work are only applicable to the Customer's Contract or Purchase Order.

2.2 Commodity Code List

UNSPSC	Commodity Description
80111502	Compensation or benefits planning
80101600	Project management
84111600	Audit services
80101500	Business and corporate management consultation services
93151600	Public finance

2.3 Job Titles and Duties

The following descriptions contain the responsibilities of personnel, provided by the Contractor, in accordance with the terms of this Contract, to provide Customers with services pursuant to the Customer's scope of work as set forth in the Customer's Contract or purchase order:

2.3.1 Principal position: A minimum of ten (10) years' experience is required for Principal positions. The functional responsibility of this position for all Service Categories may include:

- Assigning or placing staff into specific positions/projects; and
- Providing senior-level interface with the Customer and manages daily operations; and
- Prioritizing work efforts for subordinates; and
- Manage projects and/or team work efforts until completion; and
- Negotiate fees, set deadlines and prepare budgets for projects; and
- Ensuring the timely performance and completion of all contractual obligations; and
- Organizing and directing the overall performance of the Contract; and
- Possessing the authority to make binding decisions on behalf of the Contractor; and
- Formulating organizational strategy and directing major strategic initiatives; and
- Ensuring that goals and objectives are accomplished within budgetary parameters; and
- Developing and maintaining Customer relationships; and
- Assisting on large projects; and
- Allocating financial and human resources and material assets;
- Formulating and enforcing work standards; and
- Advising the Customer of the impact and significance of current or proposed federal laws and changes to the industry standards; and
- Appraising the operation to identify problems and make recommendations for improvement; and
- Participating in the design phase of tasks and ensuring successful execution of deliverables.

Customers may supplement these duties in providing services to the Customer, so long as they are similar or equivalent services that do not exceed or conflict with the services contemplated in the Department's Contract Scope of Work.

2.3.2 Senior position: A minimum of ten (10) years' experience is required for Senior positions. The functional responsibility of this position for all Service Categories may include:

- Managing the day-to-day operations; and
- Ensuring the quality and timely completion of projects; and
- Providing technical and subject matter expertise in fulfillment of a scope of work; and
- Participating as a senior team member providing high-level consulting services; and
- Planning, organizing, and executing project tasks in successful delivery of services; and
- Developing and defining strategic visions; and
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks; and
- Providing Customer interface in fulfillment of a scope of work; and
- Possessing authority and responsibility for the execution of a scope of work; and
- Planning, organizing, and overseeing all subordinate work efforts; and
- Ensuring quality standards and work performance on all scopes of work and projects; and
- Organizing, directing, and managing support services.

Customers may supplement these duties in providing services to the Customer, so long as they are similar or equivalent services that do not exceed or conflict with the services contemplated in the Department's Contract Scope of Work.

2.3.3 Junior position: The functional responsibility of this position for all Service Categories may include:

- Applying administrative, consultative and technical expertise in fulfillment of scopes of work; and
- Planning, organizing, executing, and controlling project tasks in successful delivery of services; and
- Interfacing with client on a day-to-day basis to ensure delivery of project status; and
- Providing solutions through analysis; and
- Organizing, directing, and managing support services; and
- Assigning tasks and overseeing projects; and
- Directing project activities in fulfillment of Contract tasks/deliverables and Scopes of Work; and
- Training Customer personnel through formal classroom courses; and
- Applying a broad set of subject matter and technical expertise; and
- Directing the completion of projects within estimated timeframes and budget constraints;

Customers may supplement these duties in providing services to the Customer, so long as they are similar or equivalent services that do not exceed or conflict with the services contemplated in the Department's Contract Scope of Work.

2.4 Personnel and Project Preferences

The following descriptions contain anticipated Customer specific preferences of Contractor(s) and its personnel in providing Customer specific services pursuant to the Customer's scope of work, as set forth in the Customer's Contract or purchase order. Customers may request, in their Request for Quotes (RFQ), that the Contractor conform with the Customer specific preferences including, but not limited to, the following:

2.4.1 Service Category 1 – Benefits Consulting:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Principal Actuaries are a Fellow of the Society of Actuaries (SOA) and have a valid SOA certification.
- All actuaries (principal, senior, and junior) are a current member of SOA or the American Academy of Actuaries.
- External peer reviews are performed of the organization and are in conformance with the peer review standards for the American Institute of Certified Public Accountants and Government Auditing Standards.

2.4.2 Service Category 2 – Actuarial:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Principal Actuaries are a Fellow of the Society of Actuaries (SOA) and have a valid SOA certification.
- All actuaries (principal, senior, and junior) are a current member of the Society of Actuaries or the American Academy of Actuaries.

2.4.3 Service Category 3 – Claims Auditing:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- External peer reviews are performed of the organization and are in conformance with the peer review standards for the American Institute of Certified Public Accountants and Government Auditing Standards.
- Principal and Senior auditing personnel have completed at least twenty-four (24) hours of continuing professional education (CPE) within the preceding two (2) years.

2.5 Tasks and Deliverables

The following descriptions include the tasks and deliverables to be provided by the Contractor, based on the awarded Service Categories, in accordance with the terms of this Contract. Customer may supplement these duties as related to the provision of services to the Customer, so long as they are similar or equivalent services that do not exceed or conflict with the services contemplated in the Scope of Work in the Department's Contract with the Contractor.

2.5.1 Tasks

2.5.1.1 Tasks Applicable to all Service Categories. Tasks that may be permissible under this Contract include, but are not limited to:

- Provide legislative support, including, but not limited to, presentation(s) to legislative staff, and any requested analyses.
- Provide testimony as a witness in a court proceeding.
- Review proposed legislation and determine potential program impacts.
- Prepare fiscal impact notes and bill analyses.
- Consult or advise Customer by phone, letter, email, or in person.
- Conduct or assist presentations as requested.
- Perform special projects, special studies, and special evaluations as needed.
- Assist with the development and implementation of an educational and outreach strategy.
- Create and disseminate various educational materials, brochures, flyers (hard copy and online).
- Perform reviews of actuarial valuations and impact statements.
- Review content and create necessary reports.
- Verify validity of reports and calculations.

2.5.1.2 Service Category 1 – Benefits Consulting Tasks. Tasks that may be permissible for Service Category 1 include, but are not limited to:

- Assist in procurements for employee benefits.
- Assist in assessment of employee benefit plans.
- Provide consulting services as needed for plan valuation, premium modeling, benefit costing, plan design, risk assessment and fiscal impact analysis.
- Process and productivity improvement.
- Program planning and evaluations.
- Policy and regulation development assistance.
- Advisory and assistance services.
- Systems alignment and consolidation.

2.5.1.3 Service Category 2 – Actuarial Tasks. Tasks that may be permissible for Service Category 2 include, but are not limited to:

- Provide actuarial services as needed for plan valuation, premium modeling, benefit costing, plan design, risk assessment and fiscal impact analysis.
- Estimate costs of legislative changes.
- Prepare and update calculators and projection models.

2.5.1.4 Service Category 3 – Claims Auditing Tasks. Tasks that may be permissible for Service Category 3 include, but are not limited to:

- Audit Customer information processed during audit period.
- Operational assessment of administrative operations.
- Evaluate compliance with statutory, regulatory, and contractual requirements.
- Proactively search for potential fraud and abuse.

2.5.2 Deliverables

2.5.2.1 Deliverables Applicable to all Service Categories. Deliverables that are permissible under this Contract include, but are not limited to:

- Legislative support.
- Oral and written legislative analyses.
- Attend and, when requested, speak at presentations to legislative staff.

- Provide written studies/reports in draft and final form as needed
- Presentations
- Data summary

2.6 Project-Based Pricing

A project-based pricing model may be used by the Customer instead of an hourly rate model to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model shall adhere to the requirements listed in the Request for Quote(s) Requirement Section and shall negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected Contractor. Project-based pricing should be fully detailed in the Customer's scope of work.

2.7 Request for Quote(s) Requirement

Each Customer is required to include a Customer specific scope of work with a resultant Contract and/or purchase order. Before issuing a Contract and/or purchase order under this Contract, Customers shall issue a Request for Quotes (RFQs) to all Contractors awarded in the applicable Service Category (Benefits Consulting, Actuarial, and/or Claims Auditing Services) to achieve best value for the State of Florida. A Contractor may not respond to an RFQ for a Service Category for which Contractor was not awarded a Contract. Customers should consider and include the following information when requesting quotes under this Contract:

1. Statement of purpose
2. Customer specific scope of work
3. Customer project job duties
4. Customer project tasks and deliverables, completion of which is subject to Customer acceptance
5. Number of hours Contractor estimates to complete Customer project tasks and deliverable(s)
6. Customer project timeline
7. List of Contractor responsibilities
8. Necessary qualifications/certifications of the individuals/organization performing work on the Customer project. Examples include, but are not limited to: Certified Public Accountant, independence requirements of the Government Auditing Standards issued by the U.S. Government Accountability Office's Ethical Rules of the American Institute of Certified Public Accountants, etc.
9. Customer specific financial consequences for non-performance
10. Customer specific terms and conditions

2.8 Financial Consequences

Financial Consequences may be assessed for failure to timely perform or submit a report as required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The Customer may collect financial consequences by reducing payments to the Contractor or require the Contractor to pay via check or money order in US Dollars and made out to the Customer within thirty (30) calendar days after the required report submission date. The Department reserve the right to withhold payment, require the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date, or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report ten (10) calendar days after close of the reporting period	Each quarter	\$250
Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee Report fifteen (15) calendar days after close of the reporting period	Each month	\$100
Untimely report(s) or deliverable(s)	Submit report(s) or deliverable(s) to Customer	Each report or deliverable	\$1,500

2.9 Contractor's Responsibilities

2.9.1 Administration

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all scopes of work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the Customer for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on Customer scopes of work to which they are assigned;
2. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
4. Regularly assessing personnel performance and providing feedback to improve overall task performance; and
5. Ensuring high quality results are achieved through task performance.

2.10 Contractor Warranty

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any Deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer.

2.11 Holidays

The Contractor shall provide Customers all services during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's Contract and/or purchase order.

2.12 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information and Ordering Instructions attachments changes during the life of the Contract, then the Contractor shall update the attachments and submit to the Department's Contract Manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

2.13 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due dates
MFMP Transaction Fee Report	Calendar month	Fifteen (15) calendar days after the end of each month
Contract Quarterly Sales Report	State's Fiscal Quarter	Ten (10) calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period

2.13.1 MFMP Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee & Reporting section and Training for Vendors subsections under Vendors on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2.13.2 Contract Quarterly Sales Reports

The Contractor shall submit a Contract quarterly sales report electronically, in the required format, to the Department's Contract Manager within ten (10) calendar days after close of each quarter. The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the Contract quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in contract termination. Initiation and submission of the Contract quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due ten (10) calendar days after the close of the period.

Quarter 2 – (October-December) – due ten (10) calendar days after the close of the period.

Quarter 3 – (January-March) – due ten (10) calendar days after the close of the period.

Quarter 4 – (April-June) due ten (10) calendar days after the close of the period.

2.13.3 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

2.13.4 Ad-hoc Report

The Department may require additional Contract information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests for reports within the specified amount of time as requested by the Department.

2.14 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

2.15 Price Adjustments

The Contractor shall provide initial and renewal term hourly rates (pricing) as provided to Department in the Cost Proposal. The Department will not allow for price increases throughout the life of the Contract unless specified in the renewal pricing submitting by the Contractor. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer under this Contract.

2.16 Contract Transition

Upon Contract expiration or termination, the incumbent shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the services of this Contract. Contractor agrees to cooperate with the Department and a subsequently awarded contractor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The incumbent Contractor and subsequent Contractor assume all expenses related to the Contract transition.

2.17 Purchasing Card

The state of Florida has implemented a purchasing card program, using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state of Florida changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State of Florida's new Purchasing Card platform within thirty (30) days of notification of such change.

3 RFP STANDARD INSTRUCTIONS

3.1 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72)-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays,, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

3.2 Minor Irregularities

Although the Department defines certain items as requirements for responding to this RFP, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. There is no guarantee that the Department will waive a minor irregularity, omission, or deviation, or that any Vendor with a proposal containing a minor irregularity, deviation, or omission will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

3.3 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five (5) Business Days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

3.4 Lobbying Disclosure

The successful Respondent shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Respondent, subcontractors or any authorized agent.

3.5 Rejection of Proposals

Proposals that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Respondents whose proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be deemed not responsible and the Proposal rejected as non-responsive. Proposals which include a condition or exception that are not consistent with the primary goals of the solicitation may result in the Proposal being found not in conformance in all material respects of the solicitation and be rejected as non-responsive. Alternatively, and in the Department's sole discretion, the Department may disregard or reject any condition or exception included in a proposal. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible.

3.6 Right to Reject

The Department reserves the right to accept or reject all proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any proposal not submitted in the manner specified by the solicitation documents.

3.7 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Respondent's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., 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 assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the

redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If 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 answer to a public records request for these records.

3.8 Additional Information

By submitting a proposal, Respondent certifies that it agrees to and satisfies all criteria specified in the RFP. The Department may request, and Respondent shall provide, clarifying or supporting information or documentation. Failure to provide clarifying or supporting information or documentation as requested may result in the rejection of the proposal.

3.9 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this program.

The Department supports diversity in its Procurement Program, and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent may contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

3.10 Identical Tie

If the Department receives two identical Proposals, the Department will select a Respondent in accordance with Florida law and in the best interest of the state.

4 RFP SPECIFIC REQUIREMENTS

4.1 Mandatory Responsive Requirements

The Department will not evaluate Proposals that do not meet the minimum mandatory, responsive requirements listed below. A Proposal will be deemed non-responsive if it fails to contain the documentation required as set forth below in 4.1.1 through 4.1.2.

4.1.1 Attachment A – Cost Proposal

The Respondent must submit the provided Attachment A – Cost Proposal in an excel file and include pricing for each Service Category(ies) for which the Respondent is submitting a Proposal. For the Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles (principal, senior, and junior) for both the initial term and renewal term. The Department will not consider or evaluate a proposal for a Service Category that fails to provide pricing for all job titles for both the initial term and the renewal term.

4.1.2 Attachment E – Responsive Requirements

The Respondent must submit a completed Attachment E – Responsive Requirements document.

4.2 Post Award Requirements

The following documents are required to be provided to the Department prior to Contract execution:

4.2.1 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Department of State prior to contract execution. Pursuant to section 607.1501, F.S., out-of-state corporations, as may be required, must obtain a current and active Florida Certificate of Authority. Website: www.sunbiz.org.

4.2.2 Florida Substitute Form W-9

If awarded a Contract, the Respondent shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide 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/>.

5 RESPONDING TO THE RFP

5.1 Question Submission

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through the MFMP Sourcing. Vendors who have 'Joined' the MFMP Sourcing event may submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions may be submitted in MFMP Sourcing during the Preview Status until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001, which is incorporated by reference in section 6.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All answers to properly submitted questions will be issued by an addendum and published in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Department's contracting personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the open question period.

5.2 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a proposal.

5.3 Public Opening

Proposals will be opened on the date and at the location indicated in the Timeline of Events. Respondents are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

5.4 Technical Evaluation and Evaluator's Public Meeting

The Evaluators will independently review and score the responsive and responsible technical proposals using the evaluation criteria described in Attachment D - Technical Proposal and Technical Proposal Evaluation Criteria. The Department will then hold a public meeting in which the evaluators will confirm their technical scores in accordance with the Timeline of Events.

5.5 Basis of Award

Contract(s) will be awarded to the responsive and responsible Vendor(s) per Service Category that is determined to be the most advantageous to the state with the highest total final score. The Department will issue an award per Service Category (i.e. 1) Benefits Consulting Services, 2) Actuarial Services, and 3) Claims Auditing Services) to the vendor with the highest total final score, which will be calculated by the Procurement Officer by combining the average of the evaluator technical scores and the cost proposal score. A Contract for a Service Category will be awarded to the responsive and responsible Respondent(s) whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the price and other criteria set forth in this RFP. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent. The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category. The methodology for scoring each Service Category is outlined below:

Proposal	Available Points
A. Technical Proposal (Attachment D)	130
B. Cost Proposal (Attachment A)	70
Total Available Points for a Service Category (A + B)	200

A Respondent may receive awards for multiple proposed Service Categories in accordance with the terms of the RFP. The Department reserves the right to award multiple Contracts, for all or part of the work contemplated by this solicitation. The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state. However, the Department reserves the right to make no award in one or all Service Categories as determined to be in the best interest of the State.

5.5.1 Technical Proposal - 130 Available Points for a Service Category

The Respondent shall be awarded up to 130 points for a Service Category based on its submitted Technical Proposal in accordance with the evaluation criteria outlined in Attachment D - Technical Proposal and Technical Proposal Evaluation Criteria.

5.5.2 Cost Proposal - 70 Available Points for a Service Category

The Respondent is required to submit in its Cost Proposal not-to-exceed hourly rates for all three job titles (principal, senior, junior) for both the Initial Term and Renewal Term for a Service Category for which the Respondent is seeking to offer services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide

pricing for all three job titles for both the Initial Term and Renewal Term. The Respondent shall be awarded up to 70 points for a Service Category for its submitted Cost Proposal. The Respondent shall receive points based on the following methodology:

5.5.2.1 Service Category 1: Benefits Consulting Services

The Respondent's Service Category 1 Cost Proposal Score shall be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all three Job Titles x 0.6) +
(Sum of Renewal Term Hourly Rates for all three Job Titles x 0.4) =
Calculated Hourly Rate for Service Category 1

The Respondent with the lowest Calculated Hourly Rate for Service Category 1 shall receive 70 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 1 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 1

Z = points awarded

5.5.2.2 Service Category 2: Actuarial Services

The Respondent's Service Category 2 Cost Proposal Score shall be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all three Job Titles x 0.6) +
(Sum of Renewal Term Hourly Rates for all three Job Titles x 0.4) =
Calculated Hourly Rate for Service Category 2

The Respondent with the lowest Calculated Hourly Rate for Service Category 2 shall receive 70 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 2 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 2

Z = points awarded

5.5.2.3 Service Category 3: Claims Auditing Services

The Respondent's Service Category 3 Cost Proposal Score shall be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all three Job Titles x 0.6) +
(Sum of Renewal Term Hourly Rates for all three Job Titles x 0.4) =
Calculated Hourly Rate for Service Category 3

The Respondent with the lowest Calculated Hourly Rate for Service Category 3 shall receive 70 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 3 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 3

Z = points awarded

5.6 Electronic Posting of Notice of Intended Award

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

5.7 Firm Response

The Department intends to award a Contract within sixty (60) days after the date of the proposal opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within sixty (60) days, all proposals shall remain firm until either the Department awards the Contract(s) or the Department receives from the Respondent written notice that the proposal is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

5.8 Modification or Withdrawal of Proposal

A Respondent is responsible for the content and accuracy of its proposal. A Respondent may modify or withdraw its proposal at any time prior to the proposal due date in accordance with the Timeline of Events.

5.9 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Respondent as to any matter related to the proposal each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit or not submit a proposal.

5.10 Contract Formation

The Department may issue a Notice of Intended Award, to successful Respondent(s). However, no Contract shall be formed between a Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into a Contract(s) with Respondent(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and

approved by the Department. If any additional documents are submitted by the Respondent, the additional documents will not be considered for the Basis for Award.

6 GENERAL INSTRUCTIONS

6.1 General Instructions

PUR 1001, the General Instructions to Respondents, as modified by this RFP, is incorporated by reference and provided via the link below:

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

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Proposals

Proposals shall be submitted in accordance with Section 6.2 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 5.2 of this solicitation.

The following section of the PUR 1001 (General Instructions) is modified as follows:

Section 9. Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following.

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

- *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
- *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.*
- *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 shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.*

6.2 How to Submit a Proposal in MyFloridaMarketPlace

6.2.1 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click [here](#).

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

MFMP Sourcing may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

6.2.2 MFMP Sourcing Phases: A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing. Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

Preview Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Respondent's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

Open Status

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Respondents Agreement' may submit Proposals until the Proposals Due date listed in the solicitation's Timeline of Events section.

The solicitation remains in 'Open' status until the Proposals Due date and time listed in the solicitation's Timeline of Events section.

Pending Selection Status

After the response due date in the Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

Completed Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Proposals has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

6.2.3 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors.

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations: https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf

Please visit [MFMP University](#) to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

6.2.4 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

Remainder of page intentionally left blank

RFP ATTACHMENTS

Attachment A - Cost Proposal (must be submitted prior to RFP opening)

Attachment B – Special Contract Conditions

Attachment C – Draft Contract

Attachment D – Technical Proposal and Technical Proposal Evaluation Criteria (vendor response must be submitted prior to RFP opening)

Attachment E – Responsive Requirements (must be submitted prior to RFP opening)

Attachment F – Vendor Information

Attachment G – No Offshoring

Attachment H – Certification of Drug-Free Workplace

Attachment I – Subcontracting

Remainder of page intentionally left blank

Exhibit D: Cost Proposal
Benefits Consulting, Actuarial, and Claims Auditing
Services

Respondent Name	Foster & Foster, Inc.
------------------------	----------------------------------

INSTRUCTIONS	
The Respondent may respond to one or more service category.	
The Respondent is not required to respond to all service categories.	
A Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.	
Provide pricing for all job titles within each service category for which the Respondent is proposing to offer.	
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.	
Please refer to the Job Titles and Duties section of the RFP for definitions of job titles.	
The Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.	
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).	
The price shall be based on meeting or exceeding the material specifications in the Statement of Work.	
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.	

Service Category 1: Benefits Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Benefits Consultant	\$315.00	\$315.00
Senior Benefits Consultant	\$285.00	\$285.00
Junior Benefits Consultant	\$235.00	\$235.00

Service Category 2: Actuarial Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Actuary	\$315.00	\$315.00
Senior Actuary	\$285.00	\$285.00
Junior Actuary	\$235.00	\$235.00

Service Category 3: Claims Auditing Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Claims Auditor		
Senior Claims Auditor		
Junior Claims Auditor		

Exhibit E: Technical Proposal

TECHNICAL PROPOSAL FOR
BENEFITS CONSULTING SERVICES
FOR THE

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

RFP NO: 19-80111502-A



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

13420 Parker Commons Boulevard, Suite 104
Fort Myers, FL 33912
(239) 433-5500

September 10, 2019

Ms. Jessalyn Marks
Bureau Chief of Goods and Services, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360G, Tallahassee, FL 32399-0950
Phone: (850) 487-3977
jesse.marks@dms.myflorida.com

Re: RFP No: 19-80111502-A for Benefits Consulting, Actuarial, and Claims Auditing Services

Dear Ms. Marks:

Thank you for the opportunity for Foster & Foster to bid on providing benefits consulting services for use by Customers qualified to utilize this state term contract. We believe our proposal will demonstrate that our firm is best positioned to partner with these Customers moving forward and provide the requested services. Below is a brief summary of why we feel Foster & Foster is the only choice for the independent benefit consulting and actuarial services:

- ***Florida-Based Firm with Experience Working with Similar Clients*** – Foster & Foster Inc., headquartered in Fort Myers, is an independent actuarial consulting firm that has provided actuarial consulting services to clients similar to the potential Customers for over 25 years, and to the Florida Department of Management Services, Division of State Group Insurance since 2014. While we are the largest actuarial firm headquartered in Florida that focuses primarily upon the public sector, we have proven through our extensive experience with these clients that we can provide the tailored approach and service that the potential Customers deserve.
- ***Senior Consultants and Actuaries with the Experience to Deliver the Services Needed*** – Our senior consultants who would be working with the potential Customers have over 100 years of combined consulting experience providing clients with innovative solutions. These consultants and actuaries are directly involved in the work performed for a client. This involvement ensures that all of our reports are customized to each client's unique circumstances and delivered in a timely fashion.
- ***Independent Firm with Competitive Fees*** – There are no hidden fees associated with our work. We do not benefit from premium increases like most broker relationships, which are based on commissions, thus aligning our goals with the potential Customers – to keep expenses as low as possible. For the high level of service and the personalized touch that we provide, you will find our fees to be very competitive when compared to other consulting firms.

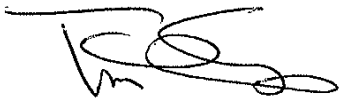
We are committed to being an organization focused on integrity, honesty, respect, and professionalism. We embrace innovation, peak performance, and strong discipline. These values, combined with our mission, allow us to realize our vision—to be the premier consulting firm for health and welfare funds. We would be honored

to be given the opportunity to assist the potential Customers with their health programs.

I, Travis Smith, will be the principal contact for purposes of this proposal, and I commit our organization to exceeding the Customers' expectations for quality and timeliness. I can be reached at the mailing address and telephone number printed below.

If you have any questions regarding this proposal response, our firm, or the services we are prepared to provide, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Travis Smith', with a stylized, cursive script.

Travis Smith
Principal – Health & Welfare
travis.smith@foster-foster.com

Foster & Foster, Inc.
13420 Parker Commons Boulevard, Suite 104
Fort Myers, FL 33912
Phone: (239) 433-5500
Fax: (239) 481-0634
www.foster-foster.com

ATTACHMENT D – TECHNICAL PROPOSAL

SERVICE CATEGORY 1) BENEFITS CONSULTING SERVICES

1. Experience

The Respondent shall furnish for each submitted Technical Proposal a narrative on their relevant experience applicable to the Service Category for which the Respondent is submitting a Proposal. A Respondent may demonstrate experience to include, but not limited to, providing references from clients, and/or describing past projects.

Foster & Foster Consulting Actuaries, Inc. d/b/a Foster & Foster, Inc. has been providing consulting and actuarial services to benefit plans across the country for over 30 years. We currently consult to the State of Florida Department of Management Services, Division of State Group Insurance (DSGI) and we have first-hand knowledge and experience with how the benefit programs work within the structure of the State of Florida.

We have worked with DSGI on a wide variety of other projects since 2014, including:

- An analysis of the cost sharing arrangements in place as of January 2015 and possible alternative arrangements;
- Analyses on the contribution rate schedules discussed in House Bill 7097 from the 2015 session;
- An analysis on the 2018 illustrative rate schedule discussed in Senate Bill 7022 from the 2017 session;
- Development of briefing materials on “opt-outs” choosing not to take coverage with the State’s health plan, and the potential impact of plan design changes on those individuals;
- Benchmarking for employer/employee premium cost-sharing arrangements for state employee health plans;
- Analyses on the projected financial impact of the Excise Tax on the program in 2015, 2016, 2017, and 2018, including a presentation by Travis Smith to the Senate Committee on Governmental Oversight and Accountability on March 10, 2015; and
- Independent Benefits Consulting services during 2017 and 2018 that included:
 - Providing an ongoing assessment of trends in benefits and employer-sponsored insurance that affected the state group insurance program;
 - Conducting a comprehensive analysis of the Program, including available benefits, coverage options, and claims experience; and
 - Assisting DSGI in preparing recommendations for the implementation of health insurance coverage levels (metal tiers), appropriate employer and employee contribution policies, steps necessary for maintaining or improving total employee compensation levels, and an education strategy to inform employees of the additional choices available.

It is our hope that our answer has demonstrated that not only does Foster & Foster have the capacity, the understanding, and the commitment to perform the requested tasks for the Customers, but that we have provided many of these exact services to DSGI already and have met or exceeded expectations every time.

Our clients are well-positioned to balance the needs of participants with the financial constraints of their funding position. This specialized knowledge, combined with our consultants' accessibility and communications skills, allows us to deliver on our mission to make each client feel like they are our top priority. The best examples of innovative solutions we have implemented for our clients are the ones that have addressed a challenge unique to those clients. We will take that same approach with the Customers to identify the specific challenges that the Customers faces and create solutions to address those needs and accomplish the goals of all involved.

Client References

- **Client Name:** Line Construction Benefit Fund
Contact: Kevin Chesniak, Fund Administrator
Telephone Number: (800) 323-7268
Number of Employees: 35,000
Date(s) of Service: 1970 - Present
- **Client Name:** State of Florida, DMS, DSGI
Contact: Tami Fillyaw
Telephone Number: (850) 921-4658
Date(s) of Service: 2014 - Present

2. Proposed Solution

The Respondent shall fully describe in each submitted Technical Proposal their solution for carrying out the proposed Service Category) which demonstrates the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide. Vendors may demonstrate their proposed solution by providing relevant information for consideration including, but not limited to, describing a general approach to how the proposed Service Category will be provided, describing staffing, and/or providing resumes.

In order for us to meet our stated mission of making each client feel like our top priority, our firm has a practice of assigning multiple experienced consultants to each of our clients. Travis Smith, Matt Plachta and Kurt Baxley are all consultants with significant experience servicing clients similar to the Customers. The remainder of our team will support these consultants based on the requested project need by the Customers.

Our team has experience in designing benefits strategies that are consistent with current and future business plans. Should we be hired, one of the first steps for us will be to meet with the key decision makers and understand the current programs and how the benefits are positioned within those programs. By gathering input, this allows us to align our potential strategies and solutions with the needs of the Customers. Then, we will design a few options for consideration and narrow down to a strategy which will be used to guide

the individual solutions that we develop. The strategy is revisited periodically to make sure it remains aligned with the goals of the Customers and continues to meet the needs of the key decision makers.

We have dedicated resources that monitor all legislative updates and changes. Part of this process is interpreting and measuring the impact these changes have on our clients. We provide bulletins to our clients that include changes associated with the proposed changes and potential impacts these changes will have when implemented. We spend a significant amount of time working with our clients to interpret these changes and implement them in a manner that our clients deem to be in the best interest of the fund and members of the plan. Our clients have a significant presence in Washington and our consultants spend a significant amount of time working closely with these clients to address potential legislative changes prior to those changes being released in regulations.

The team assigned to the Customers would include Janet Stebbins, Robin Schwartz, and Judy O'Neill. They are the leaders of our compliance/communication group which keeps our consultants and clients up to date on all things related to the Affordable Care Act. Our compliance/communication group communicates on a regular basis with fund attorneys and as such, we have a strong and close working relationship with many legal counsels with whom we frequently discuss the ramifications of proposed or implemented legislation and regulation.

Our firm will work with the appropriate contact to define a timeline for the completion of any requested projects. This timeline will incorporate both interim presentations/draft reports and final presentations/reports. Additionally, our firm will coordinate any necessary attendance at briefing sessions or legislative testimony.

Our reports are tailored to the needs and requests of each individual client. We conduct an ongoing evaluation of cost trends through our dashboard and actual versus projected reports. We rely on data, such as the monthly cash financial statements and monthly enrollment reports, to populate our reports. One report compares the actual year-to-date results to our budget projections. This serves as a tool for identifying areas running higher than expected for review with the appropriate vendor(s). Another report compares the average per capita costs for the most recent 6th and 12th month periods for comparison to national and regional trend factors.

Regarding the request to provide consulting services as needed for plan valuation, premium modeling, benefit costing, plan design, risk assessment and fiscal impact analysis, for our self-insured health fund clients, we provide multi-year budgets of projected revenues and expenses. We also provide comparisons to projections on a periodic basis, including analysis of enrollment and key cost drivers to ensure that the decision makers always have an understanding of the current status of the fund.

We utilize plan data as well as actuarial models to estimate the possible impact of plan changes considered by our clients' health funds. We work closely with our clients to understand the strategic direction that the fund is trying to move to and develop potential plan changes based on this direction. We provide multiple design alternatives that meet the objectives the key decision makers have chosen. We provide the key decision makers with not only the financial impact, but also the impact that potential changes will have on the covered employees and families, as well as changes to the administration of the benefits. These adopted changes are then communicated to the employees and their families in a clear and concise manner that is

easily understood by those covered by the plans. We have also attended in person meetings with clients to present changes and answer any questions associated with the fund.

Upon receiving a renewal from a vendor partner, we analyze the financial performance along with the service provided by the vendor. We then provide a report that includes a recommendation for consideration by the client with respect to each vendor.

Our trend assumption development is based on working closely with the appropriate vendors to get an idea of national trends, reviewing projected trends from national consulting firm reports, and analyzing the recent history of the Customers.

With regard to utilization and network performance, we rely upon customized benchmarks to monitor the cost and utilization associated with the client. These benchmarks are demographically and geographically adjusted to reflect the experience of the fund.

These benchmarks include but are not limited to the costs on a per member per month basis:

- Gross cost paid (prior to discounts);
- Total plan cost paid (post discounts before plan design);
- Net plan cost paid (post discount after plan design);
- Admits/1,000 (broken down by DRG if necessary);
- Cost/admit (broken down by DRG if necessary);
- Visits/1,000 (broken down by specialty); and
- Cost/visit (broken down by specialty).

With regard to benchmarking and competitive practices, we rely upon a few different sources. We maintain a database of key cost, utilization, and competitive practices for each of our clients. We also work closely with key vendor partners to develop customized benchmarking for our clients. This enables us to monitor the experience of the Customers and identify areas where costs are increasing faster than expected or are already higher than they should be compared to the benchmarks. We then take this data and develop solutions that will address the higher than expected cost increase or inflated costs in a particular area.

We like to involve the carriers in this solution process and find that gathering all the key players together for an annual meeting generates the best ideas developed to address the specific problems associated with our clients. This has proven to be an effective way to manage future cost increases and minimize the dollars needed for funding the plan.

The following are biographies of the assigned team:

- **Matt Plachta, ASA, MAAA – Health & Welfare Actuary / Senior Consultant**

Matt joined the firm in October 2009 and has over fifteen years of pension, general health and welfare, postretirement, and other postemployment benefit consulting experience. He graduated from Georgia State University with a Bachelor's Degree in Actuarial Science, and has worked almost exclusively

with health and welfare clients since June 2003. Matt attained credentials as an Associate of the Society of Actuaries (ASA), and as a Member of the American Academy of Actuaries (MAAA), which allows him to provide accounting and funding items as relating to postretirement welfare benefits plans. Additionally, his actuarial background gives him unique insight into claims development and cost trends. Matt is currently the senior consultant for nine clients.

- **Ann Byman, FSA, MAAA – Health & Welfare Actuary / Senior Consultant**

Ann joined the firm in December 2018 and has nearly 9 years of experience in general health and welfare actuarial consulting. Prior to joining Foster & Foster, Ann served as an Associate Director; Consulting Actuary at a large consulting firm, servicing Fortune 100 clients on health and welfare benefits. She specializes in pricing and reporting, plan design, employer strategy, PPACA, IBNR, and health care delivery. Ann has attained her credentials as a Fellow of the Society of Actuaries (FSA), as well as a Member of the American Academy of Actuaries (MAAA). She graduated from the University of Michigan with a degree in applied mathematics and spent 7 years in her own business before joining a large human resources consulting firm. She spent a short time in the retirement actuarial practice before focusing her career within the health and benefits practice. Her actuarial background achieved both through consulting experience and the Society of Actuaries credentialing process provides a solid foundation on employer benefits and health care opportunities.

- **Kurt Baxley – Senior Consultant**

Kurt joined the firm in July 2006, and has over ten years of pension, general health and welfare, and other post-employment benefit consulting experience. While with Foster & Foster, Kurt has become an expert in budget forecasting, comparative benefits analyses, cost containments strategies, and prescription drug analyses. Over the past three years, Kurt has become engrained specifically in pharmacy benefit manager (PBM) bids, contract negotiations, and the ever-changing landscape of prescription drugs. Kurt takes a tailored approach in creating and presenting reports where he is able to clarify complex information which proves useful in creating the most cost effective and best suited results for his clients. Kurt graduated from the University of Tampa with a degree in Mathematics. Kurt is currently the senior consultant for 10 clients.

- **Travis Smith – Principal / Executive Sponsor**

Travis is currently the President of the Health & Welfare division of Foster & Foster. Travis has over 20 years of consulting experience working with plans of all sizes including experience with Taft Hartley Multi-employer plans, public plans, and Fortune 500 clients. As President, Travis is responsible for developing solutions that will drive financial results to improve all of the Foster & Foster health and welfare clients. Travis is considered an expert in understanding the Affordable Care Act (ACA) and has spoken at both regional and national conferences regarding the impact of ACA on plans. Travis' background includes a variety of consulting roles, including research, strategic planning, financial engineering, and overall client management. Prior to joining Foster & Foster, Travis was a Principal with Hewitt Associates, LLC where he led the Dallas Healthcare Practice and worked with Fortune 500 clients and their benefit plans. Travis has a degree in Actuarial Science from the University of Iowa.

- **Judy O'Neill – Communication / Compliance Consultant**

Judy is a communications and compliance consultant with over 30 years of experience in benefits, including 20 years working with Foster & Foster's clients. Judy spends a significant amount of her time researching compliance-related issues and is an expert on the Affordable Care Act. She also spends time designing communication materials with are utilized by clients to keep professionals and participants up to date with regard to plan changes.

- **Jeannine Frey-Culp, GBA, MBA, RN - Consultant**

Jeannine brings to the Foster & Foster team a wealth of experience, having served as a management consulting firm senior analyst and financial services account manager, along with a clinical background as a Registered Nurse. She has provided strategic planning, economic analysis, and market research for both private and public-sector clients, as well as adept development and management of financial databases and corporate communications for Fortune 500 clients. Since becoming a Registered Nurse in 2014, she frequently provides biometric testing and wellness consulting services through on-site clinics for large corporate clients. Jeannine also has a unique ability to generate successful solutions in high pressure situations-a skill well-honed through seven years working as a senior airport agent for a major airline, as well as through training as an ER nurse while in nursing school. The culmination of her background is the ability to help analyze our clients' needs and corporate goals, and then develop benefits programs and services to best meet them. An MBA honors graduate of Cal Poly and a cum laude graduate of the University of Southern California Marshall School of Business, Jeannine continues to build on her educational background. She is a certified Group Benefits Associate (GBA) through the Wharton School of the University of Pennsylvania and became a Registered Nurse (RN) in 2014. Her free time is spent traveling, watching her son pitch as a college baseball player, and volunteering as a travel nurse for Honor Flight Kern County.

- **Janet Stebbins - Compliance Consultant**

Janet enriches Foster & Foster's team with an intimate knowledge of self-funded plan design and claims administration as well as regulatory compliance. A licensed Life Agent in California, Janet began her career in the health insurance industry in 1985 as a claim examiner at Aetna. Prior to moving to the Central Coast in 2007, she served as a Claims Manager for a TPA in California's Central Valley. In her free time, she enjoys traveling and spending time with her granddaughters. She currently lives with her husband David in Nipomo.

- **Robin Schwartz, CHES - Communications Consultant**

Robin has worked to make health and welfare communications into an essential component of Foster & Foster's actuarial consulting services. As a consultant, Robin meets with each client to gain an understanding of the culture and values specific to the organization, as well as how to integrate benefits communications into pre-existing communications channels. She taps her previous communications experience to develop and produce videos, newsletters, presentations, websites, and other promotional media. A Certified Health Education Specialist (CHES), Robin develops communications that educate and promote improved health behaviors among employee populations, with the goals of healthier, more productive employees and reduced healthcare claims for employers. Robin holds a self-designed BA degree in environmental journalism at the College of Wooster (Ohio), where she graduated Phi Beta Kappa. In 2016, she expanded on her education with a Masters of Science in Health Education

and Promotion through an online program at Walden University. Formerly from Washington, DC, Robin has lived on the Central Coast since 2003. Prior to becoming a benefits communications consultant, she ran her own business as an online triathlon coach and professionally raced triathlons. She enjoys being active as a “weekend warrior” and spending time with her family.

- **Anne Dansereau, MPH - Benefit Analyst**

Anne brings experience in public health and education to the Foster & Foster team. Her areas of expertise with Foster & Foster include calculating the actuarial value of health plans and monitoring the cost of health plans compared to the Cadillac Tax threshold. Prior to becoming a health and welfare consultant in 2012, Anne served as an evaluation consultant and reading para-educator in the Paso Robles schools. She also worked for the Public Health Departments in San Diego, Los Angeles, and San Luis Obispo Counties as a Health Educator and Program Manager. Anne is a graduate of Stanford University, with a double major in Psychology and Human Biology, and earned her Master’s Degree in Public Health from UCLA. She has four adult children and is enjoying her “empty-nester” status. In her free time, she enjoys watching football and hockey, listening to local live music, and trying new recipes.

- **Isaac Truckenbrod –Actuarial Analyst**

Isaac joined the firm in May 2017 and has experience in pension, health and welfare, and other post-employment benefit analytics experience. He graduated summa cum laude from Northern Illinois University with a Bachelor’s Degree in Mathematics with an Emphasis in Probability and Statistics. Isaac served on several of the highest committees and worked as a senior tutor at the university, giving him insight into the decision-making processes of large organizations and experience in providing detailed explanations of statistical concepts and results. While at Foster & Foster he has focused on providing clients with solutions to unique projects and requests.

- **Nate Wuthrich - Actuarial Analyst**

Nate joined the firm in July 2017 and has experience working with public pension, general health and welfare, and other post-employment benefit plans. He graduated from North Central College with a Bachelor’s Degree in Actuarial Science and is on his way to obtain his credentials as an Associate of Society of Actuaries. Nate enjoys using his programming and coding skills to solve problems and present data in easy to understand formats. Nate will assist in creating reports and is available to answer any possible questions relating to client materials.

Please refer to the following pages for resumes of the lead consultants.

TRAVIS SMITH

Foster & Foster, Inc.

13420 Parker Commons Blvd., Suite 104, Fort Myers, FL 33912

Phone: (239) 433-5500

Fax: (239) 481-0634

Email: travis.smith@foster-foster.com

POSITIONS

June, 2010 –
Present

President, Health & Welfare

Foster & Foster, Inc.

Fort Myers, FL, Oakbrook Terrace, IL, and Atlanta, GA

- Leader of the Health & Welfare Practice of Foster & Foster which serves public and Taft-Hartley funds across the country
- Speaks at national benefit conferences, including those held by the IBEW, NECA, LAMPAC and Indiana Building Trades
- Lead consultant on a large public state plan with over 275,000 covered lives
- Expert with regard to the Affordable Care Act (ACA) and its implications on health & welfare plans
- Published white paper on the impacts of the ACA on members and employers of Taft-Hartley welfare funds
- Industry expert in design and administration of public and Taft-Hartley health & welfare plans

May, 2003-
June, 2010

Health Consultant

Hewitt Associates

Dallas, TX

- Led Dallas Health Consulting Practice
- Primary contact and consultant for multiple Fortune 150 companies
- Provided consulting services on a wide range of health & welfare and postretirement welfare plan issues
- Responsible for accuracy of all deliverables and ultimately responsible for the satisfaction of clients serviced by Dallas Health Practice

May, 1996-
May, 2003

Manager, Human Resource Services

Ernst & Young, LLP

Dallas, TX

EDUCATION

August, 1993 –
May, 1996

University of Iowa

Iowa City, IA

Bachelor of Science degree in Actuarial Science

MATTHEW PLACHTA, ASA, MAAA

Foster & Foster, Inc.
13420 Parker Commons Blvd., Suite 104
Fort Myers, FL 33912
Phone: (239) 433-5500
Fax: (239) 481-0634
Email: matt.plachta@foster-foster.com

EXPERIENCE

Foster & Foster, Inc., Fort Myers, FL and Oakbrook Terrace, IL **10/09 – current**
Consultant / Health & Welfare Actuary

- Serves as a lead consultant for a number of public and Taft-Hartley clients.
- Serves as the lead health & welfare actuary for Foster & Foster.
- Assisted in GASB 43 and 45 educational work, including presentations to Florida Governmental Finance Officers Association and discussions with numerous Florida municipalities and special districts anticipating the final phase-in of GASB 45

Swerdlin & Company, Atlanta, GA **5/09 – 7/09**
Senior Actuarial Analyst

- Managed and completed valuations for clients in the public plans and private plans arena. Worked on pension and post retirement welfare benefits projects.
- Work assignment projects included FASB 87 & 106, GASB 27 and included work exposure to GASB 43 and 45.

Towers Perrin, Atlanta, GA **5/03 – 5/09**
Actuarial Associate

- Managed regulated valuations for a wide variety of clients in both pension and post-retirement welfare benefits.
- Led local postretirement welfare training sessions; approached to lead national sessions biannually.

EDUCATION

Georgia State University **May 2003**
Bachelor's Degree of Business Administration, Actuarial Science

PROFESSIONAL DESIGNATIONS

Associate of the Society of Actuaries
Member of the American Academy of Actuaries

ANN BYMAN F.S.A., M.A.A.A.

Foster & Foster, Inc.
13420 Parker Commons Blvd., Suite 104
Fort Myers, FL 33912
Phone: (239) 433-5500
Fax: (239) 481-0634
Email: ann.byman@foster-foster.com

ACTUARIAL CREDENTIALS:

Fellow of the Society of Actuaries (FSA), 2018

Associate of the Society of Actuaries (ASA); Member of the American Academy of Actuaries (MAAA), 2014

EXPERIENCE:

FOSTER & FOSTER CONSULTING ACTUARIES, INC – Naperville, IL (2018 to Present)

Senior Consultant / Actuary ~ Health & Benefits:

- Lead client relationships, developing and presenting actuarial solutions alongside health care strategies
- Create opportunities and cultivate strategies to assist clients with understanding and managing their health care costs
- Establish, monitor, and validate actuarial projections; including plan design strategy, cost projections, reserve calculations, third party procurements, and health care delivery opportunities

WILLIS TOWERS WATSON, INC – Southfield, MI

(2010 to 2018)

Consulting Actuary / Associate Director ~ Health & Benefits:

- Involved in project management and review of benefits pricing, health care strategy, data compilation, and vendor and client communication
- Strongly reinforced projection proficiency as well as general trend analysis
- Concentrated focus on health care analysis as it relates to legislative reform; served on Willis Towers Watson national team of ACA Experts, bringing updates to the Detroit team and providing compliance-related assistance locally
- Strong project management/client management focuses, managing the project cycle from inception to de-brief, serving as key contact for client teams, while also operating as internal contact between other lines of business (retirement, communications, pension administration, client development)
- Developed and lead client presentations; guiding highly technical discussions with senior leadership
- Lead client teams in strategy development and discussions, including health care delivery, legislative implications, procurement, benchmarking, and total rewards strategy; Heavily involved in development, financial modeling and analysis, and project management for large commercial ACO project

Actuarial Analyst ~ Pension/Retirement:

(2010 to 2012)

- Experienced in pension valuation processes which emphasized strong data extraction and refinement skills
- Integrally involved in processes which impacted clients with substantial assets and liabilities, and gained trust of others on client teams due to my acute attention to detail and valuable project management skills
- Gained solid understanding of retiree medical plans as well as advanced software systems used for valuation purposes

BYMAN CONSULTING, LLC – Howell, MI

(2003 to 2010)

Loss Control and Subrogation Consultant

- Developed and presented loss control training programs to managers and inform clients regarding loss control issues and concerns
- Communicated regularly with insurance adjusters and company owners
- Identified and analyzed client financial needs to recommend appropriate next steps and ensure optimal level of service, satisfaction, and retention; continually updated weekly data for client overviews
- Led marketing initiatives through relationship-building skills to drive new business development and client acquisition

EDUCATION:

University of Michigan – Ann Arbor, MI

Bachelor of Science in Mathematics of Finance (2002)

- Coursework in Risk Management and Insurance, Risk Theory, and Probability
- CIGNA Merit Award; University and Class Honors

KURT BAXLEY

Foster & Foster, Inc.
184 Shuman Boulevard, Suite 305
Naperville, IL 60563
Phone: (630) 620-0200
Fax: (239) 481-0634
Email: kurt.baxley@foster-foster.com

Positions

Consultant, Health & Welfare

July 2006 - Present

Foster & Foster, Inc.
Naperville, IL

- Consultant of the Health & Welfare Practice of Foster & Foster which serves public and Taft-Hartley funds across the country
- Expert in data analysis
- Utilizes data to create reports for both public and labor groups which include budget forecasting, comparative benefits analyses, cost containments strategies, and prescription drug analyses

Education

University of Tampa
Bachelor of Mathematics

May 2006

Experience

- Developed calculators in Excel to be used in real-time to provide estimated impact of benefit changes
- Performed Pharmacy Benefit Manager (PBM) RFPs, as well as negotiated contract terms to limit PBMs from "playing games"
- Performed PPO and HMO network RFPs and analyzed member disruption, network discounts, and geographical access to providers
- Helped design and implement various cost savings programs: wellness, diabetic gaps in care, and maternity management programs
- Provided cost savings packages, combining benefit and contribution changes
- Participated in Vendor Summits and helped develop avenues for various vendors to communicate with each other and with the client
- Analyzed dental plan frequencies and provided the impact of modernizing the dental plan

JANET STEBBINS

Foster & Foster, Inc.

13420 Parker Commons Blvd., Suite 104, Fort Myers, FL 33912

Phone: (239) 433-5500

Fax: (239) 481-0634

Email: Janet.Stebbins@foster-foster.com

PROFESSIONAL EXPERIENCE

Foster & Foster, Inc., Paso Robles, California

August 2014 – Present

Compliance Consultant ~ Benefit Analyst

- Monitor legislative activity impacting MCG and clients; provide regular updates to MCG associates and clients
- Manage compliance activities including research and implementation to ensure clients are in compliance with federal, state, and international regulatory requirements as applicable.
- Research and provide comprehensive guidance to compliance related questions
- Act as a liaison between MCG associates, clients, and vendors to facilitate compliance and non-compliance corrections as needed
- Develop, maintain, store, and update client financial data, reports, and exhibits and other health plan records; assist clients with open enrollment, program implementations, contract review, and other plan management activities
- Assist in renewal process including gathering vendor/client information, analyzing benchmark data, developing RFPs, proposal review, and recommendations.

BEN-E-LECT Visalia, California

February 2002- June 2015

Claims and COBRA Services Manager ~ Plan Builder /Software Specialist ~ Program Analyst

- 2002-2008 Served as Claims Department Manager with a staff of 14-20 examiners, provider relations specialists, auditors, reinsurance specialists, claims trainer, and miscellaneous clerical support. Developed processing procedures, in-service training sessions, and team building activities for Fresno staff as well as coordinate activities and training with the Visalia customer service and administrative staff. Maintained company knowledge base of laws, insurance code, and other regulations governing benefit administration as well as state and federal COBRA in order to assure continued compliance of company and clients.
- 2003-2008 Served as the COBRA Services Manager, establishing the COBRA Services Department included the hiring and training of COBRA Specialists, development of departmental procedures; creation of forms, letters, and marketing materials; and handling of all accounting tasks associated with the billing, collection, and payment of COBRA premiums.
- 2008-2010 As a Plan Builder and Software Specialist, I worked with all department managers and staff to analyze system utilizations, develop system enhancements, implement software upgrades, establish appropriate workflow procedures, and conduct training as needed. I also was in charge of coding and maintaining health plans in the claims system and PBM file transfers and imports.
- 2011-2015 Served as a Program Analyst providing project analysis and implementation plans for introduction of new products, new service vendors, and IT systems.

GLACIER INSURANCE ADMINISTRATORS Fresno, California

June 1999-January 2002

Claims and Customer Service Manager

- Initially guided a staff of approximately 30 examiner and customer service personnel through a tumultuous software conversion as well provided software support to the administration and accounting departments. Ongoing assignment to work with the software developers to customize the software to meet the company's needs.
- Oversaw day-to-day processing and customer service operations for approximately 25,000+ members MEWA Trust and multiple self-funded accounts.
- Established a formal auditing program for claims examiners including development of a processing and compliance manual.
- Management of approximately 42 employees including a customer service supervisor, a claims supervisor, customer service representatives, claims examiners, reinsurance specialists, and auditors.

PROFESSIONAL LICENSES & CERTIFICATIONS

State of California Life Agent License Number: 0E28105

Certified COBRA Administrator-HRcertification

Robin Schwartz, CHES
Communications Consultant

Foster & Foster, Inc.
13420 Parker Commons Blvd., Suite 104, Fort Myers, FL 33912
Phone: (239) 433-5500
Fax: (239) 481-0634
Email: Robin.Schwartz@foster-foster.com

EDUCATION AND TRAINING

Certified Health Education Specialist (CHES) National Commission for Health Education Credentialing, Inc.	October 2016
MS in Health Education and Health Promotion Walden University, Minneapolis, MN	August 2016
BA Environmental Journalism The College of Wooster, Wooster, OH	1997
Journalism Program – Washington Semester American University, Washington, DC	1995

RELEVANT PROFESSIONAL EXPERIENCE

Communications Consultant Foster & Foster Actuaries and Consultants, Paso Robles, CA Marsh Consulting Group (MCG), Paso Robles, CA <ul style="list-style-type: none">Responsible for assessing, planning, implementing, and evaluating health care and retirement savings education campaigns for 10 separate employers, reaching more than 10,000 individuals with a combined annual budget of more than \$100,000Partners with external video producers, website designers, and graphic designers to produce communications materials that meet client needsCollaborates with internal associates for technical review and accuracy of communications materialsPlans and implements company marketing, social media, and business development strategies	2011 to present
Online Triathlon Coach/Group Exercise Instructor CoachOzzy.com, YMCA of San Luis Obispo, CA <ul style="list-style-type: none">Customized training plans for amateur athletes to meet their athletic goals within the constraints of their work and family obligationsTaught group cycling classes to improve cardiovascular fitness and muscle development	2002 to 2011
Communications Specialist Sentech, Inc., Bethesda, MD <ul style="list-style-type: none">Researched and created technical papers and fact sheets for the US Department of Energy, State of Hawaii, and other public and private sector clientsDeveloped a website for the US Department of Energy Transmission Reliability ProgramRepresented the company at renewable energy conferences to communicate the benefits of fuel cells, energy transmission systems, and energy storage	1999 to 2002
Research Specialist ICF International, Washington, DC <ul style="list-style-type: none">Researched technologies and interviewed program participants to communicate successes in the newsletter for the US Environmental Protection Agency's Energy Star Buildings ProgramReviewed and edited the annual report for the State of Pennsylvania's Department of Environmental ProtectionWrote and edited grant proposals	1997 to 1999

TECHNICAL PROPOSAL FOR
ACTUARIAL SERVICES
FOR THE

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

RFP NO: 19-80111502-A



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

13420 Parker Commons Boulevard, Suite 104
Fort Myers, FL 33912
(239) 433-5500

September 10, 2019

Ms. Jessalyn Marks
Bureau Chief of Goods and Services, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360G, Tallahassee, FL 32399-0950
Phone: (850) 487-3977
jesse.marks@dms.myflorida.com

Re: RFP No: 19-80111502-A for Benefits Consulting, Actuarial, and Claims Auditing Services

Dear Ms. Marks:

Thank you for the opportunity for Foster & Foster to bid on providing actuarial services for use by Customers qualified to utilize this state term contract. We believe our proposal will demonstrate that our firm is best positioned to partner with these Customers moving forward and provide the requested services. Below is a brief summary of why we feel Foster & Foster is the only choice for the independent benefit consulting and actuarial services:

- ***Florida-Based Firm with Experience Working with Similar Clients*** – Foster & Foster Inc., headquartered in Fort Myers, is an independent actuarial consulting firm that has provided actuarial consulting services to clients similar to the potential Customers for over 25 years, and to the Florida Department of Management Services, Division of State Group Insurance since 2014. While we are the largest actuarial firm headquartered in Florida that focuses primarily upon the public sector, we have proven through our extensive experience with these clients that we can provide the tailored approach and service that the potential Customers deserve.
- ***Senior Consultants and Actuaries with the Experience to Deliver the Services Needed*** – Our senior consultants who would be working with the potential Customers have over 100 years of combined consulting experience providing clients with innovative solutions. These consultants and actuaries are directly involved in the work performed for a client. This involvement ensures that all of our reports are customized to each client's unique circumstances and delivered in a timely fashion.
- ***Independent Firm with Competitive Fees*** – There are no hidden fees associated with our work. We do not benefit from premium increases like most broker relationships, which are based on commissions, thus aligning our goals with the potential Customers – to keep expenses as low as possible. For the high level of service and the personalized touch that we provide, you will find our fees to be very competitive when compared to other consulting firms.

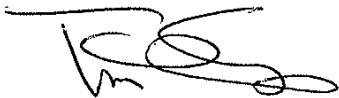
We are committed to being an organization focused on integrity, honesty, respect, and professionalism. We embrace innovation, peak performance, and strong discipline. These values, combined with our mission, allow us to realize our vision—to be the premier consulting firm for health and welfare funds. We would be honored

to be given the opportunity to assist the potential Customers with their health programs.

I, Travis Smith, will be the principal contact for purposes of this proposal, and I commit our organization to exceeding the Customers' expectations for quality and timeliness. I can be reached at the mailing address and telephone number printed below.

If you have any questions regarding this proposal response, our firm, or the services we are prepared to provide, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Travis Smith', with a stylized flourish at the end.

Travis Smith
Principal – Health & Welfare
travis.smith@foster-foster.com

Foster & Foster, Inc.
13420 Parker Commons Boulevard, Suite 104
Fort Myers, FL 33912
Phone: (239) 433-5500
Fax: (239) 481-0634
www.foster-foster.com

ATTACHMENT D – TECHNICAL PROPOSAL

SERVICE CATEGORY 2) ACTUARIAL SERVICES

1. Experience

The Respondent shall furnish for each submitted Technical Proposal a narrative on their relevant experience applicable to the Service Category(ies) for which the Respondent is submitting a Proposal. A Respondent may demonstrate experience to include, but not limited to, providing references from clients, and/or describing past projects.

Foster & Foster Inc. has been providing consulting and actuarial services to public retirement funds in the state of Florida and self-insured health funds across the country for over 40 years. We complete more than 350 actuarial valuations per year. We work exclusively with retirement and healthcare funds including other post-employment benefit (OPEB) plans and consider ourselves to be experts in all phases of the design and administration of these programs. Since we work with more public entities than other firms, we have the best understanding of the issues public entities are facing and can provide the best possible solutions.

A majority of our actuarial reports are reviewed by regulatory agencies or by other actuarial firms who perform actuarial audits. We are extremely comfortable with our approach, disclosure, and process for performing the calculations. Included in our services is a custodial analysis and asset reconciliation which makes us unique relative to our competitors. During the fiscal year, we have a team of accountants that reconcile the custodial statements so that we do not have to wait on the audited assets before performing the actuarial valuation once the year has completed. This allows us to deliver some actuarial reports only a few weeks into the new plan year.

We also use the best actuarial valuation software money can buy. ProVal is THE state-of-the-art in actuarial valuation software. It is utilized in valuing liabilities for the largest funds in the country and provides updates as needed based on legal and regulatory changes, requested changes from their clients, etc.

This software is also entirely PC-based, which eliminates the time and expense associated with maintaining and operating a mainframe system. This software has a comprehensive database management system designed to accurately prepare and summarize census data for the current year's valuation, has separate calculation modes for public pension plans that apply the appropriate laws and regulations, and is designed to move seamlessly from valuations to deterministic and stochastic forecasts. Beyond the core tasks of running valuations and forecasts, ProVal offers several analytic tools including gain/loss analysis, experience studies, and asset/liability modeling.

Our firm also works with retirement and healthcare funds both locally and nationally. We have clients in Illinois, Indiana, Georgia, Michigan, Texas, Louisiana, Alabama, and Kansas. Our clients include large national self-insured health funds and two state pension Funds with over 150,000 covered lives and over \$13 billion in assets. This regional and national exposure has helped us create a public sector database which helps us to identify trends in public sector experience and participant behavior.

Client References

- **Client Name:** State of Florida, DMS, DSGI
Contact: Ryan Stokes
Telephone Number: (850) 921-4515
Date(s) of Service: 2014 - Present
- **Client Name:** Dallas Area Rapid Transit (DART)
Contact: Blake Horton
Email Address: BHorton@dart.org
Date(s) of Service: 2015 - Present

2. Proposed Solution

The Respondent shall fully describe in each submitted the Technical Proposal their solution for carrying out the proposed Service Category which demonstrates the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide. Vendors may demonstrate their proposed solution by providing relevant information for consideration including, but not limited to, describing a general approach to how the proposed Service Category will be provided, describing staffing, and/or providing resumes.

Relating to Actuarial services, Foster & Foster will provide the following Tasks:

- Provide actuarial services as needed for plan valuation, premium modeling, benefit costing, plan design, risk assessment and fiscal impact analysis.
- Estimate costs of legislative changes.
- Prepare and update calculators and projection models.

For both the pension and other post-employment benefits (OPEB) actuarial work, our approach is consistent. The overall assumption-setting methodology changes very little from client to client, but the actual assumptions used may vary substantially from client to client. In every case, we utilize assumptions that represent the Plan's best estimate of future experience. For extremely small clients, we may use simplifying assumptions or assumptions consistent with the experience of a large group in our database. For larger clients we may use more sophisticated assumptions and rely more heavily upon recent experience studies.

We typically recommend changes to actuarial assumptions when it becomes apparent that future behavior will be somewhat different than currently assumed. This may or may not be based upon the prior experience varying substantially from our assumptions. In the past, we have recommended changes to the assumptions because of changes to the plan, federal or state law, or due to input from the client that suggests that future experience will be different than currently assumed. For example, if the Normal Retirement Age was increased, we would likely recommend a change to the assumption as to when people retire, meaning that more people will retire later. This assumption may be made regardless of prior retirement behavior. In our ongoing work with the Division of Retirement, we performed an Experience Study in 2013 that suggested and justified changes to the actuarial assumptions for Chapter 175/185 Plan valuations.

Our firm also believes the actuarial assumptions should be set according to the actuarial Standards of Practice and reflect plan-specific experience. We perform these services hundreds of times per year, so we have developed extremely efficient methods to complete this work. As required by our standards of practice, we will confirm that each assumption makes sense individually and, also, that the assumptions in the aggregate are consistent and reasonable.

Foster & Foster will provide one data request for all valuations in a standard, easy-to-populate format. The request will be for two years' worth of data, along with custodial statements, if available. We are flexible, however, and that if the Customers prefers to provide the information in a different manner, that is acceptable as well.

Our first task will be to replicate the prior actuaries' valuation. Upon doing so, we will request a meeting with the Customers to discuss actuarial assumptions/methods if we feel that it is appropriate. It may be necessary to make a few modifications with the Customers approval. If a formal experience study has not been performed in the last five years, we may suggest doing one in advance of the valuation.

Upon delivery of the current year valuation, we will also provide a schedule that illustrates how closely we were able to match the prior valuation. If for some reason we are not comfortable with the closeness of the replication, we will request to be able to call the prior actuary to help sort it out.

With regard to the RDS attestation report, we will work with the Customers to gather the necessary enrollment data, rate schedule, and prescription claims data for the most recently available period. That information, combined with a thorough understanding of the elements and provisions of each plan of benefits offered, will allow us to produce a complete report on the attestation process. This report will include all of the requested elements as described in the RFP.

Being the premier actuarial firm utilized by nearly half of all pension funds in the State, we are intimately aware of all standards, reporting criteria, and rules outlined in the Florida Statutes as well as in the Administrative Code. Our strong working relationship with the Division of Retirement on public defined benefit pension plans positions us to be an obvious selection to perform this work.

Regardless of the type of project requested, each response from our firm will include, at a minimum:

- A summary of the principal results, findings and/or recommendations;
- A complete description of the assumptions, approach, and methodologies used to arrive at our results; and
- Any relevant schedules.

As part of the deliverables process an initial, draft version of any report, for review by the Customers. Once the Customers has signed off on any changes, modifications, or updates, a final version of the report will be produced. This final version will be delivered to the Customers in both electronic form and as a minimum of five hard-bound copies.

The following are biographies of the assigned team:

- **Matt Plachta, ASA, MAAA - Senior Actuary**

Matt joined the firm in October 2009 and has over fifteen years of pension, general health and welfare, postretirement, and other postemployment benefit consulting experience. He graduated from Georgia State University with a Bachelor's Degree in Actuarial Science, and has worked almost exclusively with health and welfare clients since June 2003. Matt attained credentials as an Associate of the Society of Actuaries (ASA), and as a Member of the American Academy of Actuaries (MAAA), which allows him to provide accounting and funding items as relating to postretirement welfare benefits plans. Additionally, his actuarial background gives him unique insight into claims development and cost trends.

- **Ann Byman, FSA, MAAA – Senior Actuary**

Ann joined the firm in December 2018 and has nearly 9 years of experience in general health and welfare actuarial consulting. Prior to joining Foster & Foster, Ann served as an Associate Director; Consulting Actuary at a large consulting firm, servicing Fortune 100 clients on health and welfare benefits. She specializes in pricing and reporting, plan design, employer strategy, PPACA, IBNR, and health care delivery. Ann has attained her credentials as a Fellow of the Society of Actuaries (FSA), as well as a Member of the American Academy of Actuaries (MAAA). She graduated from the University of Michigan with a degree in applied mathematics and spent 7 years in her own business before joining a large human resources consulting firm. She spent a short time in the retirement actuarial practice before focusing her career within the health and benefits practice. Her actuarial background achieved both through consulting experience and the Society of Actuaries credentialing process provides a solid foundation on employer benefits and health care opportunities.

- **Jason Franken, FA, EA, MAAA – Principal Actuary**

Jason brings over 21 years of actuarial pension experience. Jason is a Fellow of the Society of Actuaries, an Enrolled Actuary per ERISA, and a member of the Academy of Actuaries. He consults clients on a wide range of retirement plan issues, including statutory funding requirements, accounting for pension and postretirement medical plans, plan administration, experience studies and plan design. Jason will coordinate the valuation production, deliver results at meetings, and conduct special actuarial analyses. He will ensure the work product adheres to the rules, regulations, and guidelines set forth by the United States Government, the State of Illinois, and the Actuarial Standards of Practice.

- **Aimee Strickland FSA, EA, MAAA – Senior Actuary**

Aimee joined the firm in 2012. Aimee brings over 24 years of actuarial experience and is one of a few thousand actuaries worldwide who is both a Fellow of the Society of Actuaries and an Enrolled Actuary per ERISA. She consults clients on a wide range of retirement plan issues, including statutory funding requirements, Financial Accounting Standards Board (FASB) and Governmental Accounting Standards Board (GASB) accounting for pension and postretirement medical plans, plan administration, experience studies, forecast modeling, and plan design. Aimee received her Master's Degree in Mathematics from the University of Texas at Arlington and her B.S. in Mathematics from Mississippi State University. She will be managing the valuation process, ensuring that the work is delivered by the required deadlines and deliver the results to the Customer.

- **Heidi Andorfer FA, EA, MAAA – Senior Actuary**

Heidi joined the firm in 2014 and has over 23 years of actuarial pension experience. Heidi is one of few thousand actuaries worldwide who is both a Fellow of the Society of Actuaries and an Enrolled Actuary per ERISA. Heidi will assist Jason on managing the project and will work with the team of consultants in preparing the first draft of the valuation report.

- **Paul Baugher FSA, EA, MAAA – Senior Actuary**

Paul brings over 20 years of actuarial pension experience and is based in St. Louis, MO. Paul is a Fellow of the Society of Actuaries, an Enrolled Actuary, and a member of the American Academy of Actuaries. He consults with clients on a wide range of retirement plan issues, including statutory funding requirements, accounting for pension and postretirement medical plans, plan administration, experience studies and plan design. He will provide assistance to Jason and Heidi with the preparation of the Customers annual actuarial valuation of the retirement plan.

- **Julie Franken, EA – Senior Actuary**

Julie has more than 18 years of experience as a pension actuary. Julie graduated from the University of Wisconsin – Madison with a Bachelor of Business Administration. She is an Enrolled Actuary per ERISA and works extensively on annual valuations, projections, benefit calculations, and special studies. Before joining Foster & Foster in 2012, Julie worked for a large benefits consulting firm. During her career, Ms. Franken has specialized in the valuation of pension plans. She has developed processes to help streamline the valuation and make it more efficient. She will provide assistance with the preparation of the Customers annual actuarial valuation of the retirement plan.

- **Pete McCloud, FSA, EA – Senior Actuary**

Pete is an actuary with more than 23 years of experience in the actuarial consulting industry with assisting employers with funding, expensing, design, and administration of their retirement plans. Prior to joining Foster & Foster in 2018, he was with Aon (Hewitt Associates) for the past 23 years. Pete is both a Fellow of the Society of Actuaries and an Enrolled Actuary per ERISA and is the peer review actuary who will provide a final review of all work products before they are delivered to the Customers.

- **Tyler Koftan, EA – Junior Actuary**

Tyler is a 2011 graduate of the University of Iowa with a B.S. in actuarial science. Tyler is an Enrolled Actuary and joined the Foster & Foster team in January 2013. Mr. Koftan will assist in programming our valuation system and calculating liabilities.

- **Luke Schoenhofen, ASA - Junior Actuary**

Luke joined the firm in 2016, and attained credentials as an Associate of the Society of Actuaries (ASA) in 2019. He graduated from Illinois State University with a B.S. in actuarial science. He will assist Tyler with data and valuation tasks.

Please refer to the following pages for resumes of the lead consultants.

MATTHEW PLACHTA, ASA, MAAA

Foster & Foster, Inc.
13420 Parker Commons Blvd., Suite 104
Fort Myers, FL 33912
Phone: (239) 433-5500
Fax: (239) 481-0634
Email: matt.plachta@foster-foster.com

EXPERIENCE

Foster & Foster, Inc., Fort Myers, FL and Oakbrook Terrace, IL **10/09 – current**
Consultant / Health & Welfare Actuary

- Serves as a lead consultant for a number of public and Taft-Hartley clients.
- Serves as the lead health & welfare actuary for Foster & Foster.
- Assisted in GASB 43 and 45 educational work, including presentations to Florida Governmental Finance Officers Association and discussions with numerous Florida municipalities and special districts anticipating the final phase-in of GASB 45

Swerdlin & Company, Atlanta, GA **5/09 – 7/09**
Senior Actuarial Analyst

- Managed and completed valuations for clients in the public plans and private plans arena. Worked on pension and post retirement welfare benefits projects.
- Work assignment projects included FASB 87 & 106, GASB 27 and included work exposure to GASB 43 and 45.

Towers Perrin, Atlanta, GA **5/03 – 5/09**
Actuarial Associate

- Managed regulated valuations for a wide variety of clients in both pension and post-retirement welfare benefits.
- Led local postretirement welfare training sessions; approached to lead national sessions biannually.

EDUCATION

Georgia State University **May 2003**
Bachelor's Degree of Business Administration, Actuarial Science

PROFESSIONAL DESIGNATIONS

Associate of the Society of Actuaries
Member of the American Academy of Actuaries

JASON L. FRANKEN, FSA, EA, MAAA

Foster & Foster, Inc.
184 Shuman Boulevard, Suite 305
Naperville, IL 60563
Phone (630) 620-0200
Email: jason.franken@foster-foster.com

POSITIONS

Partner

May, 2008 – Present

Foster & Foster, Inc.
Naperville, IL

- Consults pension boards on all aspects of retirement benefits.
- A frequent speaker at Illinois Public Pension Fund Association (IPPFA), Illinois Public Pension Advisory Committee (IPPAC) and Associated Firefighters of Illinois (AFFI) conferences discussing all aspects of Illinois Public Pension Plans.
- Focus on business development and the day-to-day operations of the firm.

Consultant/People Leader

June, 1997 – May, 2008

Hewitt Associates
Lincolnshire, IL

- Provided consulting to employers on a wide range of pension and postretirement welfare plan issues.
- Directly responsible for guiding and managing the careers of junior consultants.

EDUCATION

University of Iowa

August, 1993 – May, 1997

Iowa City, IA
Bachelor of Science Degree
Major: Actuarial Science

PROFESSIONAL CREDENTIALS

Fellow, Society of Actuaries, 2006
Member, American Academy of Actuaries, 2007
Enrolled Actuary, Joint Board for the Enrollment of Actuaries, 2005

PROFESSIONAL PRESENTATIONS

“Health Benefit Issues Part 2: GASB 43/45”, Society of Actuaries’ Employee Benefits Meeting, Tampa, FL, June 2008.
“Public Pension Underfunding”, Chicago Actuarial Association, Chicago, IL, March 2012.
“Introduction to the Illinois Public Pension System”, Chicago Actuarial Association, Chicago, IL, March 2013.
“Introduction to the Illinois Public Pension System - Illinois Municipal Retirement Fund: The Continuing Challenge to Address the Needs of Diverse Stakeholders and to Explain and Rollout GASB 68”, Chicago Actuarial Association, Chicago, IL, March 2014.

ANN BYMAN F.S.A., M.A.A.A.

Foster & Foster, Inc.
13420 Parker Commons Blvd., Suite 104
Fort Myers, FL 33912
Phone: (239) 433-5500
Fax: (239) 481-0634
Email: ann.byman@foster-foster.com

ACTUARIAL CREDENTIALS:

Fellow of the Society of Actuaries (FSA), 2018

Associate of the Society of Actuaries (ASA); Member of the American Academy of Actuaries (MAAA), 2014

EXPERIENCE:

FOSTER & FOSTER CONSULTING ACTUARIES, INC – Naperville, IL (2018 to Present)

Senior Consultant / Actuary ~ Health & Benefits:

- Lead client relationships, developing and presenting actuarial solutions alongside health care strategies
- Create opportunities and cultivate strategies to assist clients with understanding and managing their health care costs
- Establish, monitor, and validate actuarial projections; including plan design strategy, cost projections, reserve calculations, third party procurements, and health care delivery opportunities

WILLIS TOWERS WATSON, INC – Southfield, MI (2010 to 2018)

Consulting Actuary / Associate Director ~ Health & Benefits:

- Involved in project management and review of benefits pricing, health care strategy, data compilation, and vendor and client communication
- Strongly reinforced projection proficiency as well as general trend analysis
- Concentrated focus on health care analysis as it relates to legislative reform; served on Willis Towers Watson national team of ACA Experts, bringing updates to the Detroit team and providing compliance-related assistance locally
- Strong project management/client management focuses, managing the project cycle from inception to de-brief, serving as key contact for client teams, while also operating as internal contact between other lines of business (retirement, communications, pension administration, client development)
- Developed and lead client presentations; guiding highly technical discussions with senior leadership
- Lead client teams in strategy development and discussions, including health care delivery, legislative implications, procurement, benchmarking, and total rewards strategy; Heavily involved in development, financial modeling and analysis, and project management for large commercial ACO project

Actuarial Analyst ~ Pension/Retirement: (2010 to 2012)

- Experienced in pension valuation processes which emphasized strong data extraction and refinement skills
- Integrally involved in processes which impacted clients with substantial assets and liabilities, and gained trust of others on client teams due to my acute attention to detail and valuable project management skills
- Gained solid understanding of retiree medical plans as well as advanced software systems used for valuation purposes

BYMAN CONSULTING, LLC – Howell, MI (2003 to 2010)

Loss Control and Subrogation Consultant

- Developed and presented loss control training programs to managers and inform clients regarding loss control issues and concerns
- Communicated regularly with insurance adjusters and company owners
- Identified and analyzed client financial needs to recommend appropriate next steps and ensure optimal level of service, satisfaction, and retention; continually updated weekly data for client overviews
- Led marketing initiatives through relationship-building skills to drive new business development and client acquisition

EDUCATION:

University of Michigan – Ann Arbor, MI

Bachelor of Science in Mathematics of Finance (2002)

- Coursework in Risk Management and Insurance, Risk Theory, and Probability
- CIGNA Merit Award; University and Class Honors

AIMEE M. STRICKLAND, FSA, EA, MAAA

4 Woodbridge Ct.
Mansfield, Texas 76063
(817) 477-4440 - home
(817) 271-4063 – cell
aimee.strickland@foster-foster.com

**PROFESSIONAL
EXPERIENCE:**

Senior Consultant. Foster & Foster, Inc. (2012-Present)

Lead consultant on all Other Post Employment Benefits valuations (GASB 43/45) and projects required by clients.

Senior Manager. Ernst & Young LLP; Dallas, TX (1995 to 2012)

Overall responsibilities. Team lead for the actuarial practice in the Dallas office. Responsible for the quality, training, and staffing of all retirement actuarial engagements performed out of the Dallas office in addition to new business development for the actuarial practice.

Client responsibilities. Consulting with employers regarding their employee benefits, primarily in the areas of defined benefit pension plans and retiree welfare plans. Experience includes retirement plan structure and design, annual actuarial valuations for private and public sector plans, retiree welfare plan valuations, and plan administration support.

Annual valuations. Serve as the lead actuary responsible for the overall service delivery of the annual actuarial valuations of qualified retirement plans, non-qualified retirement plans, and postretirement health and welfare plans. Includes ERISA funding requirements; US GAAP and statutory accounting; non-discrimination testing; government filings; benefit certifications; special cost analysis for early retirement windows and termination liabilities.

Actuarial audit support. Assist the core audit group annually with the review of pension and postretirement health plan assumptions and information provided in conjunction with the client's financial statement disclosures under US GAAP and IFRS and/or benefit plan audits.

Plan design. Provide strategic plan design consulting to employers considering design options for defined benefit and/or defined contribution plans.

Forecast modeling. Deterministic and stochastic forecast modeling to assist clients with financial strategies in light of changing economic events, including projections of termination costs and strategies for winding down plans.

**PROFESSIONAL
DESIGNATIONS:**

Fellow, Society of Actuaries
Enrolled Actuary under ERISA
Member, American Academy of Actuaries

EDUCATION:

Master of Science in Mathematics (concentration in statistics)
The University of Texas at Arlington; December 1994

Bachelor of Science in Mathematics
Mississippi State University; May 1993