

REQUEST FOR PROPOSAL #251-17-419
Wake County Public School System
Group Dental Insurance
2017

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SECTION 1: Introduction and Mandatory Requirements

1.1 Introduction

The Wake County Public School System, hereinafter referred to as the “WCPSS,” is seeking responsible Proposers (administrative services only) “ASO”, with demonstrated experience and competence to administer and provide a high quality cost effective Group Dental Insurance Plan as described in the Scope of Services, Section 3 of this Request for Proposal (“RFP”). The WCPSS’s objective is to select a financially secure Proposer who is responsive to the needs of insured’s and offers a competitive Group Dental Insurance Plan. Minority businesses are strongly encouraged to participate in the RFP process.

1.2 Definitions

The intent of the following definitions is to provide a general interpretation of the terms provided within this solicitation and to provide the WCPSS’s interpretation of such terms. It is not the intent of the WCPSS to alter a Proposer’s current insurance contract provisions. However, significant deviations from the interpretations herein must be documented within the Technical/Reference Questionnaire – Appendix K.

- 1.2.1 **Benefit Percentage** means the specific percentage of the cost of treatment the insurer will pay for all covered dental expenses.
- 1.2.2 **Benefit Period** means a twelve-month period beginning January 1st and ending the following December 31st of the Group Dental Insurance plan.
- 1.2.3 **COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985 that gives eligible insured’s and their families who lose their dental insurance the right to choose to continue dental insurance benefits. Such benefits may be provided by the WCPSS’s Group Dental Insurance plan for up to 18 months, but not more than 36 months, subject to a qualifying event as defined by COBRA. Currently, COBRA participants make up less than .6% of the employees provided within Appendix B, Census included herein.
- 1.2.4 **Deductible** means the portion of the cost of treatment that the insured is required to pay before a dental insurance payment is made by the insurer.
- 1.2.5 **Dental Procedures** means all dental procedures for which benefits are payable under a dental insurance contract, including but not limited to the prevention of dental diseases, dental procedures to repair and restore individual teeth, endodontics, periodontics, surgical procedures, restorative, prosthodontics and anesthesia.
- 1.2.6 **Effective Date** means the date on which the initial Group Dental Insurance contract term begins between the WCPSS and the successful Proposer.
- 1.2.7 **Exclusions** mean conditions for which benefit payments are not eligible.
- 1.2.8 **Explanation of Benefits** means a detailed explanation of claims paid that indicate the portion of claims paid to the dentist and the portion due by the insured.
- 1.2.9 **Group Dental Insurance Plan** means the insurance contract that provides dental benefits to eligible insured’s for dental claims incurred.
- 1.2.10 **Insurance Contract** means the insurance policy that defines the rights and duties of the insured and insurer. WCPSS is self-insured.
- 1.2.11 **Insured** means all active permanent full-time employees who work 30 hours or more per week, including all eligible dependents and COBRA participants. Employees may not be dually covered under each other’s dental plan while employed at WCPSS.
- 1.2.12 **Insured Dependent** means those dependents eligible for Group Dental Insurance which includes an insured’s spouse and the insured’s dependent children or the insured’s spouse’s dependent children. At a minimum, the insured dependent child means at least until the end of the month in which the dependent child reaches age 26 and is unmarried, dependent upon the insured for support, and is either living in the household of the insured or is a full-time/part-time student.. Dependents that are physically or medically impaired shall be covered indefinitely.
- 1.2.13 **Insurer** means the insurance company providing Group Dental Insurance coverage.
- 1.2.14 **Maximum Benefit Amount** means the maximum benefit amount payable by the insurer.
- 1.2.15 **Non-Participating Provider (NPP)** means a licensed dentist who has not contracted with the insurer to be a participating provider.
- 1.2.16 **Participating Provider (PP)** means a licensed dentist who has contractually agreed to provide dental treatment according to the guidelines of the insurer’s dental plan.

- 1.2.17 **Preferred Provider Organization (PPO) Plan** means a dental plan that allows each insured to obtain dental services by using either a participating provider or a non-participating provider, with a benefit differential between a participating provider and a non-participating provider.
- 1.2.18 **Payment Basis** means the amount payable by the insurer for covered dental expenses.
- 1.2.19 **Policyholder** is Wake County Public School System.
- 1.2.20 **Schedule of Benefits** means the services for which payment will be made by the insurer.
- 1.2.21 **Table of Allowances** means a list of covered services with an assigned percentage amount that represents the total obligation of the insurer for the dental plan with respect to payment for such services, which may not represent the dentist's full fee for services.
- 1.2.22 **Usual, Customary and Reasonable (UCR)** means the established maximum amount payable by the insurer for covered dental expenses.
- 1.2.23 **Waiting Period** means the period after employment before the insured becomes eligible for dental insurance benefits.

1.3 Notification of Intent to Propose

The **NOTIFICATION OF INTENT TO PROPOSE (Appendix F)** MUST be completed and submitted by mail or hand-delivery to the RFP Coordinator specified in Section 1.5 following, and received on **Tuesday May 2, 2017 5pm EST.** **Notifications received after this date will not be considered.**

1.4 Questions/Inquiries

Questions for additional information or clarification may be submitted in writing (by mail, hand-delivery, fax or e-mail to the RFP Coordinator specified in Section 1.5, and received no later than **Tuesday May 9, 2017.** All questions should be addressed as follows: **QUESTIONS RFP - Group Dental Insurance. All questions with responses will be e-mail to the proposer's point of contact on Tuesday May 16, 2017.** It is the responsibility of each proposer to monitor their e-mail for new and changing information.

1.5 RFP Coordinator

Upon receipt of this RFP, all Proposer communications concerning this RFP, including but not limited to the "NOTIFICATION OF INTENT TO PROPOSE" and the "QUESTIONS/INQUIRIES," must be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other WCPSS employees may result in disqualification. Any oral communications will be considered unofficial and non-binding to the WCPSS. Proposers should reply only in writing (mail, hand-delivered, or e-mail rhunter@wcpss.net) to:

Wake County Public School System – Purchasing Department
 Attn: Rick Hunter, Purchasing Manager, Bid #251-17-419
 1551 Rock Quarry Road, Raleigh, NC 27610

Note: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Proposal to provide goods or services for a period of 36 months from the date of being placed on the Convicted Vendor List.

1.6 Schedule of Events

Issuance of RFP	April 24, 2017
Submission of Notification of Intent to Propose <i>(received after this date will not be considered)</i>	May 2, 2017
Last date to submit written questions	May 9, 2017
Written responses to all questions e-mailed	May 16, 2017
Proposals Due <i>(received after 5pm will not be considered)</i>	May 30, 2017
Evaluation of Proposals Completed	June 16, 2017
Anticipated Selection of Top Proposer	June 30, 2017

1.7 Insurance Contract Term and Award

The initial insurance contract term will begin on January 1, 2018. The WCPSS anticipates that the initial term of this insurance contract shall be from the effective date until the insurance contract expiration date, which will be for a three-year term. The award will consist of this RFP, any amendments to this RFP, the successful Proposer's Proposal to this RFP, the insurance contract, and any other terms and conditions agreed between the parties that may be necessary to the WCPSS.

1.8 Insurance Contract Duration, Renewal and Cancellation

The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Wake County Public School System following approval of the Contract by the Wake County Board of Education, if such approval is required ("Contract Commencement").

From the date of Contract Commencement through approximately December 31, 2017, the Contractor shall perform start-up activities (See RFP Section 3.18 "Project Implementation Milestones and Due Dates") such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date of January 1, 2018. The Contractor shall begin performing all activities required by the Contract, including the requirements of the solicitation, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal.

No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the Go-Live Date. Following the end of this Contract, the Contractor shall be responsible for handling claims payments for claims incurred prior to the end of the Contract; the Contractor's obligations as insurer with respect to covered services during a period of coverage shall survive the expiration of the Contract.

The duration of the Contract will be from the date of Contract Commencement through approximately a period covering three (3) plan years for the provision of all services required by the Contract, and the requirements of the RFP. The contract shall commence as described and cover implementation prior to the first plan year and run-out, audits, and reconciliation processes following the last covered plan year. It is anticipated that the first plan year covered by the contract will begin as of the Go-Live Date of January 1, 2018, and that run-out, audits and reconciliation processes will conclude no later than 18 months following the last day of the last plan year covered by the Contract.

The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

The initial contract term will be a three year term and renewals will be granted at the sole discretion of the WCPSS. Renewals are not guaranteed, and are contingent upon funding and favorable performance of the successful Proposer.

This award may be canceled at the sole discretion of the WCPSS with 30 days advance written notice to the successful Proposer. In the event an award is terminated by such notice from the WCPSS, the successful Proposer shall be paid for services provided through the date of termination. Notice shall be sufficient if it is delivered personally or mailed by certified mail to the successful Proposer.

1.9 Evaluation/Award

Evaluation and award of this Proposal shall be made based upon the total number of points awarded for all areas as outlined under Section 5: Evaluation, of this RFP. The WCPSS reserves the right to reject any and all Proposals and to waive any minor technicalities where it is determined to be in the best interest of the WCPSS.

1.10 Financial Statements

Insurers must provide an audited financial statement that proves fiscal solvency and demonstrates net profitability. WCPSS reserves the right to, at any time, examine the insurer's most recent years' audited financial statements.

1.11 Clarifications/Revisions

Before award, the WCPSS reserves the right to seek clarifications and to request any information deemed necessary for proper evaluation from all Proposers deemed eligible for award.

1.12 Warranties

Each Proposer shall warrant that it understands, represents, and acknowledges that it is professionally qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the required services. The mandatory requirements included in Appendix J must be verified as follows (if the Proposer cannot so certify to any of following, the Proposer shall submit with its Proposal a written explanation of why it cannot do so within Appendix J, Mandatory Warranties and Requirements Questionnaire). Proposers failing to submit Appendix J, Mandatory Warranties and Requirements Questionnaire in compliance with the requirements set forth herein may be disqualified and removed from further evaluation.

- 1.12.1** The insurer has a minimum of five years experience in writing, underwriting and servicing Group Dental Insurance Plans.
- 1.12.2** The experience of the insurer's current book of business includes at least two Group Dental Insurance contracts (policies) having a minimum of 1,500-2,000 covered employees.
- 1.12.3** All organizations associated with this RFP or the resultant insurance contract, including the agent or any other organization, has experience with at least two Group Dental Insurance contracts (policies) having a minimum of 1,500-2,000, covered employees.
- 1.12.4** All insurance agents associated with this RFP or the resultant insurance contract (policy) possesses a North Carolina resident or nonresident license.
- 1.12.5** All organizations associated with this RFP or the resultant insurance contract (policy) have a minimum of three years' experience in marketing a Group Dental insurance contract.
- 1.12.6** The Proposer, including the insurer, agent or any other organization associated with this RFP or the resultant insurance contract (policy) is currently or will be registered with the State of North Carolina, prior to the insurance contract award.
- 1.12.7** The Proposer, including the insurer, agent or any other organization associated with this RFP or the resultant insurance contract (policy) is not currently under suspension or debarment by the State or any other governmental authority.
- 1.12.8** Insurers will submit the most recent years' audited financial statement if requested by the WCPSS.
- 1.12.9** To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers, employees or any other organization associated with this RFP or the resultant insurance contract (policy) are not currently under investigation by any governmental authority and have not in the last ten 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.
- 1.12.10** To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP or the resultant insurance contract have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- 1.12.11** To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP or the resultant insurance contract (policy) have not 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.
- 1.12.12** To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP or the resultant insurance contract (policy) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

1.13 Insurance Contract and Proposer Requirements

Each Proposer shall acknowledge and verify the insurance contract and proposer requirements listed herein. The mandatory requirements included in Appendix J must be verified as follows (if the Proposer

cannot so certify to any of the following, the Proposer shall submit with its Proposal a written explanation of why it cannot do so within Appendix J, Mandatory Warranties and Requirements Questionnaire).

- 1.13.1** The proposed Group Dental Insurance contract shall be provided by one insurer; however, insurers may submit proposals through multiple agents and agents may submit proposals through multiple insurers.
- 1.13.2** All commissions, if any, should be provided and shall be included in the rate quoted to the WCPSS. The WCPSS is unaware of any commissions, if any, under the WCPSS's current Group Dental Insurance contract.
- 1.13.3** The proposed Group Dental Insurance contract (policy) shall meet or exceed all Group Dental Insurance benefits provided in the WCPSS's current Group Dental Insurance contract (policy).
- 1.13.4** The person signing the Proposal has the authority to bind the Proposer.
- 1.13.5** The Proposer must have a detailed plan to provide continued service and support of the resultant insurance contract (policy) in the event the Proposer's company is no longer the servicing carrier for any reason, including going out of business, merging with another company or otherwise unable to fulfill its obligation under the insurance contract.
- 1.13.6** The Proposer will satisfactorily provide all services requested as specified in the RFP, and the completion of those services will be the responsibility of the successful Proposer.
- 1.13.7** The Proposer shall at all times during the insurance contract term remain responsive and responsible.
- 1.13.8** The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, employees, or subcontractors, but no less than a Split Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 1.13.9** The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 1.13.10** The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP of \$100,000 per occurrence and \$300,000 aggregate where the vehicle(s) is registered but in no case less than those required by the State of North Carolina.
- 1.13.11** The Contractor shall maintain Employee Theft Insurance with minimum limits of \$250,000 per occurrence.
- 1.13.12** Within five (5) Business Days of execution of a Contract with the WCPSS, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 - a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 1.13.8.
 - c. Errors and Omissions/Professional Liability as required in Section 1.13.9.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 1.13.10.
 - e. Employee Theft Insurance as required in Section 1.13.11.
- 1.13.13** The WCPSS shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. Certificates of insurance evidencing coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the WCPSS, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the WCPSS receives a notice of non-renewal, the Contractor shall provide the WCPSS with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

1.13.14 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the WCPSS with the same documentation as is required of the Contractor.

1.14 Availability of Funds

The performance under any awards from this RFP shall be subject to and contingent upon the availability of funds appropriated by the WCPSS.

1.15 Payment Terms

1.15.1 Group Dental Insurance Premiums

1.15.1.1 All Group Dental Insurance premiums are self-administered by WCPSS and collected monthly.

1.15.1.2 The initial premium for Group Dental Insurance will be collected by WCPSS based on the Premium Proposal accepted from the successful Proposer after the insurance contract effective date.

1.15.1.3 All monthly premiums will be collected by WCPSS based on the Premium Proposal accepted from the successful Proposer, and in accordance with the appropriate Policies and Procedures. WCPSS will be responsible for their own administration of collecting monthly premiums.

1.15.2 Benefit Payments

All benefit payments shall be paid by the Proposer to the insured or the dental services provider if authorized by the insured. The Proposer will be reimbursed weekly, or as agreed upon, by WCPSS.

1.16 Rates

Rates shall apply per insured person and per insured person with dependents, and shall be guaranteed for the entire length of the insurance contract period awarded. The Proposer shall be bound by its proposal for a period of one hundred fifty (150) calendar days from the proposal due date.

1.17 Limitation of Proposer's Liability

No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The WCPSS may, in addition to other remedies available to it in law or equity, and upon notice to the successful Proposer, retain such monies from amounts due to the successful Proposer as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The WCPSS may set off any liability or other obligation of the successful Proposer under this insurance contract.

1.18 Prohibition Against Assignment

An award of this RFP is for Group Dental Insurance and associated services, which shall be provided by the successful Proposer. The award may not be assigned by the successful Proposer in whole or in part, unless approved by the WCPSS.

1.19 Collusion

Proposal-rigging is a crime. The Sherman Antitrust Act prohibits agreements among actual or potential competitors as to which firm will win a contract put out for proposal. The antitrust law also prohibits other forms of price-fixing, including agreements and conspiracies among actual or potential competitors with the purpose or effect of raising, fixing, pegging, or stabilizing prices, or allocating (dividing) geographic markets or contracts. Any suspicion of anticompetitive conduct in connection with this Proposal should be reported to the State of North Carolina of the Attorney General.

1.20 Consultant Review

The WCPSS reserves the right to share with any consultant of its choosing this RFP and Proposals received in order to secure a second opinion.

1.21 Resolution of Disputes

Any disputes between the successful Proposer and the WCPSS as to the application, meaning, or interpretation of any part of an award as a result of this RFP shall be resolved in Wake County, North Carolina, by application of North Carolina law.

1.22 Waivers

The WCPSS shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the WCPSS. No delay or omission on the part of the WCPSS in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

1.23 Cost of Proposal Preparation

The cost of preparing the Proposal is the sole responsibility of the Proposer, whether or not any award results from this solicitation.

1.24 Subcontractors or Third Party Vendors

The successful Proposer will be responsible for all services and costs associated with a subcontractor or third party vendors contracted by the Proposer. All third party agreements must be vetted and approved by WCPSS prior to entering into an agreement with the successful Proposer.

1.25 Indemnification

The successful Proposer at all times, agrees to indemnify and hold harmless the WCPSS and its agents and employees from any and all costs, loss, damage, liability, expense, claim, demand, judgments, court costs and attorneys' fees, that may arise from or be claimed against the WCPSS by any person(s) for any injuries, death, damage to property or damage of whatever kind arising from the use of, products or services provided by the successful Proposer, the successful Proposer's subcontractors or its third party vendors, or arising from any neglect or fault of the successful Proposer, the successful Proposer's subcontractors or its third party vendors from any products or services including the resultant insurance contract, now or thereafter in force; and if suits or proceedings shall be brought against the WCPSS, or its agents or employees as provided hereunder, the successful Proposer, upon request of the WCPSS, shall defend the same and shall pay whatever judgment(s) that may be obtained against the WCPSS, its agents and/or employees. The successful Proposer, the successful Proposer's subcontractors or its third party vendors at all times, agrees to comply with all laws, statutes, rules and regulations of the State of North Carolina and the United States of America.

1.26 Confidential, Proprietary, Trade Secret

If the Proposer considers any portion of the documents, data or records submitted with this RFP to be confidential, trade secret or otherwise not subject to disclosure, then the Proposer must also simultaneously provide the WCPSS with a separate redacted copy of its documents, data or records 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 RFP number and Proposer's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the WCPSS at the same time Proposer submits the document, data or records to the WCPSS and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret. Proposer shall be responsible for defending its determination that the redacted portions of its documents, data or records are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify the WCPSS for any and all claims arising from or relating to Proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Proposer fails to submit a Redacted Copy with its reply, the WCPSS may produce the entire documents, data or records submitted by Proposer in answer to a public record request for these records.

1.27 Non-Warranty of Specifications

Due care and diligence has been exercised in the preparation of the Scope of Services herein. All information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely with those submitting a Proposal. Proposers are responsible for ensuring that the proposed Group Dental Insurance contract provides, at a minimum, the coverage afforded under the current insurance contract with Ameritas, Inc. Any deviation in coverage terms, conditions or exclusions must be clearly outlined within Appendix K, Technical/Reference Proposal (Questionnaire). The WCPSS shall not be responsible for any error or omission in the Scope of Services provided herein, nor for the failure on the part of the Proposer to

determine the full extent of the exposure.

1.28 Substitute Form W-9

The successful Proposer will be required to register and submit a Form W-9 before WCPSS is permitted to make payments to the successful Proposer. Submission of a Form W-9 ensures that the WCPSS's vendor records and Form 1099 reporting are accurate.

1.29 Confidentially and Prohibited Communications During Evaluation

During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the WCPSS Board of Education, purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

SECTION 2: Insurance Contracts Procured

2.1 Group Dental Insurance Contracts

Ameritas, via Mark III, currently provides Group Dental Insurance benefits for the WCPSS, for those employees for whom an insurance premium payment has been made. All Group Dental Insurance benefits are competitively procured through a solicitation when the WCPSS deems it is in the best interest of the WCPSS to solicit the marketplace.

SECTION 3: Scope of Services The Scope of Services defined in Section 3 are those desired by the WCPSS. Proposers are cautioned that any deviation from this Scope of Services shall be clearly stated in the Proposer's Proposal within the Technical/Reference Questionnaire.

3.1 Scope

The Scope of Services may include a PPO Group Dental Insurance service plan for dental benefits and the resultant dental expenses of the insured and insured dependents as specified herein. Proposals shall not include any deviations unless such deviation offers an enhancement superior to the WCPSS's current Group Dental Insurance contract. In addition, the Proposal shall include all fees associated with the administration of the Group Dental Insurance Plan.

3.2 Insured's

All eligible insured's for Group Dental Insurance shall include those insured's and insured dependents and COBRA participants who are defined in Section 1 - Definitions herein. The Census included herein as Appendix B includes all currently eligible insured's defined. The WCPSS will process records and updates to the insurer for all insured's in a similar manner. One provider will service active and cobra members. Cobra payment checks must be received in the WCPSS accounting department monthly by the 15th of the month for the previous month's receipts. A cobra representative must be assigned to WCPSS to serve as a point of contact for questions, errors, and discrepancies.

3.3 Group Dental Insurance Plan

Proposals shall only include a preferred provider organization dental plan which will allow each insured to obtain dental services by using either a participating provider or a non-participating provider, with no covered service differential between a participating provider and a non-participating provider.

3.3.1 The insurer must maintain and provide a directory of participating providers for all insured's throughout the State of North Carolina. Refer to Appendix B - Census included herein for zip code

information. The insurer must demonstrate ongoing continuous efforts to develop new participating providers to expand existing providers.

- 3.3.2 The insurer must update changes (additions, deletions and corrections) to the directory on a regular basis. Updated directories may be available to insured's through on-line access or toll-free telephone access.
- 3.3.3 The insurer is encouraged to implement a quality review procedure to proactively identify and work to resolve possible over treatment, under treatment or inappropriate care.

3.4 Group Dental Insurance Coverage

It is the intent of the WCPSS to meet or exceed the WCPSS'S current Group Dental Insurance contract. The following provides a summary of the Group Dental Insurance coverage required by the WCPSS. Refer to Appendix A - Current Group Dental Insurance Policy included herein for more specifics.

3.4.1 The following schedule represents the minimum dental expense benefits for each insured and insured dependent. Proposers are encouraged to offer enhanced benefits that would better serve the insured's provide broader benefits and/or exceed the minimum requirements provided herein. Such enhancements may include but are not limited to a higher percentage for the obligation of the insurer, a higher maximum benefit amount, a bonus for insured's who do not absorb the maximum benefit amount during a benefit period or any other feature that is considered an enhanced benefit for insured's.

<u>SCHEDULE OF BENEFITS</u>	<u>TABLE OF ALLOWANCE</u>
Type 1 Procedures-Preventive & Diagnostic Services	
Deductible Amount	\$0 Benefit
Percentage	100%
Payment Basis	UCR
Type 2 Procedures-Basic Services	
Deductible Amount	\$50 Benefit
Percentage	80%
Payment Basis	UCR
Type 3 Procedures-Major Services	
Deductible Amount	\$50 Benefit
Percentage	50%
Payment Basis	UCR
Maximum Benefit Amount per benefit period	\$1000
 Orthodontia Services	
Deductible Amount	\$0 Benefit
Percentage	50%
Payment Basis	UCR
Maximum Benefit Amount per lifetime	\$1000

3.4.2 At a minimum, but not limited to, Proposers shall offer the same dental procedures for dental benefits that are offered under the current insurance contract with Ameritas, Inc. Refer to Appendix A - Current Group Dental Insurance Policy included herein.

3.5 Maximum Benefit Increase

Benefits shall include a Carry-over provision for those insured's that did not exceed the Benefit Threshold.

3.6 Waiting Period

Group Dental Insurance benefits will be available on the effective date of the insurance contract for those insured's listed herein or employed on or before the effective date. Insured's employed after the effective date shall be eligible for Group Dental Insurance benefits on the first of the month following employment.

3.7 Continuation of Coverage

While the Group Dental Insurance contract is in force, the WCPSS shall have the right to continue coverage for insured's who terminate employment up to a maximum of 30 days after termination and for which a premium payment is collected.

3.8 Claims

The successful Proposer shall have a systematic claim filing process, including an established process for assuring timely and easy access to claims history and status of current claims. All claims must be processed within 14 days after receipt.

3.9 Customer Service

- 3.9.1** The successful Proposer will be expected to provide ongoing customer service to insured's throughout the term of the resultant insurance contract period. Telephonic customer services shall include a toll-free telephone number with access to trained staff to answer questions for insured's; such services shall be available Monday through Friday, 8:00 am to 5:00 pm Eastern Standard Time with extended hours for open enrollment. Insured's must be able to receive accurate and timely information via telephone regarding benefits, claims, electronic ability to print ID cards and non-participating and participating providers. The successful Proposer is encouraged to use advanced technology to ensure that an insured's questions can be answered at times convenient to all insured's. Automated help/assistance at any time.
- 3.9.2** The successful Proposer will be required to develop and administer a customer service satisfaction tool specific to the Group Dental Insurance plan. Such tools may include surveys, post-cards or other tools available to capture the service satisfaction level. Results of evaluations must be provided to the WCPSS.
- 3.9.3** The successful Proposer must be capable of recording and maintaining information regarding service related issues including complaints reported by an insured.
- 3.9.4** The successful Proposer shall provide all customer service functions at its own expense.
- 3.9.5** Providing an authentication process in identifying employees without the use of social security number.

3.10 Account Manager and Assistance

The Contractor shall assign a dedicated (but not necessarily exclusive) Account Manager as the primary contact for the WCPSS Compensation Services Benefits staff who will participate on the implementation team. The account manager must be able to make decisions or report to a person who can make decisions concerning process changes, reporting requirements and updates, as requested. The account manager will be expected to maintain an up-to-date understanding and knowledge of the resultant Group Dental Insurance contract, the WCPSS'S account and the insurer's policies and procedures. The successful Proposer will be required to meet on a quarterly basis with the WCPSS, or more frequently, as determined by the WCPSS. If requested by the WCPSS, the Account Manager will be replaced with one that the WCPSS is allowed to interview. The WCPSS reserves the right to accept or decline the Contractor's designated Account Manager for any reason at any time.

The Contractor shall provide adequate staffing for effective management and performance of its obligations in at least the following areas: account management, claims processing, claims appeals, customer/member services, reporting, open enrollment and data management and production. Open enrollment will include informational sessions at locations to provide clarification of the dental offerings. The Contractor shall identify the number and types of staff proposed to be utilized under the Contract. The Contractor shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, as detailed in the Work Plan. The Contractor shall include individual resumes for the key personnel who are to be assigned to the project if the Contractor is awarded the contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. The Contractor is required to provide an Organizational Chart outlining personnel and their related duties. The Contractor shall include job titles and the percentage of time each individual will spend on his/her assigned tasks.

3.11 Reporting Requirements

The successful Proposer shall provide weekly and monthly claim reports as follows;

- Experience Report that includes; date of birth, gender, description of dental procedure and paid claim amount – monthly report
- Billing Report that includes; benefit type, employee ID number, full name, plan year, date of birth, check number, check date, amount of check paid – weekly report
- Fiscal Year-End Report that includes; same fields as the billing report but isolated for only claims paid for July and August – annual report due by Sept 1

The successful Provider shall provide monthly COBRA reports as follows;

- Eligibility Report (in excel format) that includes; member name, address, DOB, ID number, beginning and ending coverage dates, type of coverage, premium amount, no social security numbers.
- Payment Detail Report (in excel format) that includes; member name, coverage date, coverage type, check/money order #, paid date, paid amount, remark categories (examples: paid in full, new enrollment with date of enrollment, member terminated with date of termination, explanation for any exception or adjustment), no social security numbers, and payment / coverage correlation dates.

3.12 Usual, Customary and Reasonable Fees

The insurer must obtain or maintain usual, customary and reasonable (UCR) fees that are accepted in the insurance industry. Allowed amounts should be at a minimum of the 90th percentile of the statistical base for determination of the UCR amounts. The database should be updated at least once per year to keep up with inflationary changes.

3.13 Other Requirements

- 3.13.1** The insurer will be required to provide Group Dental Insurance booklets and posters, including developing and printing of such booklets that outline the schedule of benefits, provider directories, ID cards without social security numbers and other important plan information. The cost for such booklets will be the responsibility of the successful Proposer. The WCPSS will distribute booklets to all insured's.
- 3.13.2** Enrollment is offered to all eligible insured's. WCPSS will administer enrollment and provide enrollment booklets and posters to the workforce. Enrollment material must be supplied to the employers for internal enrollment. Electronic enrollment is offered to all eligible employees through HRinTouch, a BenefitFocus customized software product. The successful Proposer must have the ability to programmatically interface with the BenefitFocus software.
- 3.13.3** The successful Proposer will be expected to work with employers regarding premium billing and claim procedures.
- 3.13.4** The successful Proposer will be expected to work with employers and BenefitFocus regarding procedures to address enrollment changes.
- 3.13.5** The resultant Group Dental Insurance contract may include a requirement for all providers to create and submit a treatment plan to all insured's before treatment is provided. The treatment plan should include a summary of all procedures for treatment and the cost associated with each procedure.
- 3.13.6** The insurer must produce and provide an easily understood and electronically accessible Explanation of Benefits (EOB). The EOB must display the charges, allowed charges, deductible amounts and amount paid, including an explanation when claim payments are reduced or not paid for each insured's dental procedures.
- 3.13.7** The insurer must produce identification (ID) cards without social security numbers for each insured that includes at a minimum the group name; policy number; employee's name; coverage type (single vs. family); toll free telephone number for insurer and insurer's claims mailing address. An initial ID card is to be provided to all insured's within 45 days, including additional ID cards or updated ID cards, when changes or replacement cards are requested.
- 3.13.8** The successful Proposer must comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 3.13.9** Legal Action Summary shall be provided and include:
- a. A statement as to whether there are any outstanding legal actions or potential claims against the Contractor and a brief description of any action;
 - b. A brief description of any settled or closed legal actions or claims against the Contractor over the past five (5) years;
 - c. A description of any judgments against the Contractor within the past five (5) years, including the case name,

3.14 Underwriting Information

- 3.14.1** A copy of the current Group Dental Insurance contract is included herein as Appendix A.
- 3.14.2** Census information including DOB, gender, employee home address zip codes with current

coverage code is included herein as Appendix B.

3.14.3 History of rates charged is included herein as Appendix C.

3.14.4 Dental Procedure Experience Report is included herein as Appendix D.

3.14.5 Dental Experience and Premium Report is included herein as Appendix E.

3.14.6 Coverage for the proposed Group Dental Insurance contract is a contributory dental benefit program and is optional for all insured's. Premiums are paid by WCPSS and employee.

3.14.7 All insured's are entitled to COBRA; former employees are offered COBRA for a minimum period of 18 months.

3.14.8 Flexible Spending Accounts are available to all insured's; the percentage of employee participation is unknown.

3.14.9 The WCPSS reserves the right to include any additional offerings in the insurance contract (policy) resulting from this RFP.

3.15 Enhancements

The Proposal may include additional services, comparable services or support services that would better serve the insured and provide broader benefits for the exposures outlined in this RFP. WCPSS reserves the right to include any additional offerings in the insurance contract (policy) resulting from this RFP.

3.16 Statement of Compliance

It is the intent of the WCPSS to meet or exceed the WCPSS'S current Group Dental Insurance contract. If it is determined at any time including after award that the resultant Group Dental Insurance contract includes reduced benefits or terms and conditions that were previously provided to the WCPSS through the expired Ameritas, at a minimum, benefits, terms and conditions shall be provided in the same manner that the expired policy would have responded had it remained in force. Proposers must document within the Technical/Reference Questionnaire – Appendix K included herein, a Statement of Compliance to ensure that the resultant Group Dental Insurance contract dental plan including all terms and conditions will not reduce Group Dental Insurance benefits for insured's. Proposers shall stay current with Federal, State, and Local regulations as well as inform WCPSS of any approaching compliance related changes. Proposers unable to provide a Statement of Compliance must include a written explanation of why it cannot certify compliance.

3.17 Performance Guarantees and Liquidated Damages

It is critical to the success of the WCPSS benefits plans that services be maintained in a timely manner and that the Contractor operates in an extremely reliable manner. The Contractor shall issue an annual customer service survey to members and achieve at least a 90% customer service satisfaction rating. In addition, the Contractor is responsible for providing key performance metrics including but not limited to; claims processing turnaround time, payment accuracy, claims processing accuracy, telephone average speed, telephone and average abandonment rate to document compliance with performance guarantees. It would be impracticable and extremely difficult to fix the actual damage sustained by the WCPSS in the event of delays or failures in claims administration, service, reporting, and attendance of Contractor personnel on scheduled work and provision of services to the WCPSS employees, retirees and dependents served by this Contract. The WCPSS and the Contractor, therefore, presume that in the event of certain such delays or failures, the amount of damage which will be sustained from a failure to perform to certain standards will not exceed 50% of the total annual administration costs; and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. The WCPSS, at its option for amount due the WCPSS as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

3.18 Project Implementation Milestones and Due Dates

Following are the high level milestones and the WCPSS's desired due dates, where applicable:

DATE (approximate)	ACTIVITY
Within 10 business days of the approval of contract award by WCPSS	Kick off meeting with WCPSS
Within 30 calendar days of the approval of contract award by WCPSS	Begin implementation meetings with WCPSS

By end of month July 2017	Provide Plan Benefits documents to WCPSS for review & approval. Develop marketing plan for open enrollment and school site visits. Establish necessary account with the WCPSS to enable electronic funds transfer.
By end of month August 2017	Provide Open Enrollment marketing materials for open enrollment training and school site visits to WCPSS for review and approval. Provide necessary forms to WCPSS for review and approval. Begin electronic testing to ensure accurate and secure transmission of enrollment data.
By end of month August 2017	Attend Benefits Coordinator Open Enrollment Training Sessions
During September 2017 – November 2017	Attend Open Enrollment school site visits.
By end of month November 2017	Receive, load and audit positive files for open enrollment for coverage beginning January 1, 2018.
By mid-December 2017	Issue identification cards to be received by to January 1, 2018 effective date.
January 1, 2018	Commence benefit coverage and administration of plan/benefits.

3.19 Problem Escalation Procedures

3.19.1 The Contractor must provide and maintain a written Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the WCPSS within appropriate timeframes. The Contractor shall provide contact information to the WCPSS, as well as to other WCPSS personnel, as directed.

3.19.2 The Contractor must provide the Final PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year (and within ten (10) Business Days after any change in circumstance which changes the PEP). The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback, to be provided to the WCPSS;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the WCPSS of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the WCPSS which may be allowed by the Contract or applicable law.

SECTION 4: Required Proposal Documentation

4.1 Proposal Warranty

In submitting a Proposal, each Proposer understands, represents, and acknowledges all the conditions of the RFP (if the Proposer cannot so certify to any conditions of the RFP, the Proposer shall submit with its Proposal a written explanation of why it cannot do so within Appendix K - Technical/Reference Proposal).

4.2 Economy of Proposal

Each Proposal shall be prepared simply and economically, providing straightforward, concise delineation of Proposer's capabilities to satisfy the requirements of this RFP. Emphasis on each Proposal must be on completeness and clarity of content. To expedite the evaluation of Proposals, it is essential that Proposers follow the format and instructions contained herein.

4.3 Submission of Proposals

4.3.1 Insurers may submit proposals through multiple agents and agents may submit proposals from multiple insurers, as long as proposals are submitted in separate sealed packages.

4.3.2 Proposals must be submitted in two separate sealed parts: a Technical/Reference Proposal and a Premium (Cost) Proposal, due on the date specified in Section 1.6 - Schedule of Events. Proposal packages must be boxed or sealed and identified as follows:

Name of Proposer: (Your Company's Name and any subcontracting entity)

Type of Proposal: (Technical/Reference or Premium (Cost))

RFP: WCPSS Group Dental Insurance 2017

4.4 Part 1 – Administrative Documents and Technical/Reference Proposal Content

All Proposers must complete this section.

4.4.1 Administrative Documents

The following items should be included in the Proposal:

4.4.1.1 Completed Proposer's Information Coversheet (page 1) of the RFP;

4.4.1.2 Notice of Intent to Propose (Appendix F) submitted by the deadline in Section 1.6 - Schedule of Events;

4.4.1.3 Non-Collusion Statement (Appendix H);

4.4.1.4 Disclosure Information (Appendix I);

4.4.1.5 General Business Information (Appendix M);

General Business Information: The Proposer, including the agent, insurer and any other organization associated with this RFP, must indicate the name, address, telephone number, email address, FAX number, and Employer Identification Number (EIN) of the legal entity associated with the insurance contract.

4.4.1.6 Drug Free Workplace Certification Form (Appendix N)

4.4.1.7 Electronic Verification Compliance (Appendix O)

4.4.1.8 Sample copy of Proposer's Group Dental Insurance Policy.

4.4.2 Technical/Reference Proposal Copies

One original version, six copies and one CD-ROM copy of the Technical/Reference Proposal contents outlined below and must be packaged and identified as the Technical/Reference Proposal.

4.4.3 Technical/Reference Proposal Content

4.4.3.1 Cover Page

4.4.3.2 Table of Contents

4.4.3.3 Proposer's Proposal Checklist, RFP Appendix Q

4.4.3.4 References, RFP Appendix G

4.4.3.5 Response to Mandatory Warranties and Requirements Questionnaire, RFP Appendix J

4.4.3.6 Technical/Reference Proposal, response to RFP Section 3.0 SCOPE OF

SERVICES, Technical/Reference Questionnaire, RFP Appendix K

4.4.3.7 Performance Guarantees, RFP Appendix P;

In order to facilitate the evaluation of proposals, Proposers must complete the questionnaires included herein as Appendix J & K. The answers, including any supporting documentation will be evaluated and will be the basis of each Proposer's initial score. Proposers are encouraged to provide simple, easy to understand terms in lieu of industry jargon, including examples if necessary for clarification.

The Proposer's Technical/Reference Proposal must include complete answers within the questionnaires and any supporting documentation. Refer to Appendix J & K herein. **The Technical/Reference Proposal must not contain any premium (Cost) information.**

Specific answers may be cross-referenced throughout Proposer's response to avoid duplication of material. Additional information may be submitted to accompany the Proposal. **In submitting additional information, please mark it as supplemental to the required response.**

Response to Requirements

All technical mandatory requirements defined in Section 1 must be addressed and responded to by Proposers; refer to the questionnaire included herein as Appendix J. Failure to meet a requirement may result in disqualification of a Proposer's Proposal.

The Technical/Reference questionnaire included herein as Appendix K, must be addressed and responded to by Proposers. In addition, Proposers must be able to fulfill the Scope of Services defined in Section 3 of this Proposal. Failure to fulfill the Scope of Services defined in Section 3 of this Proposal may result in termination of the insurance contract.

4.5 Part 2 – Premium (Cost) Proposal

Firm rates must be proposed for a three-year insurance contract period.

The Premium (cost) Proposal is to be submitted by completing the Premium (cost) Proposal Rating Form in Appendix L. No finder fees or compensation of any sort shall be payable to any party involved in the completion of a Proposal.

- Premium (cost) quotations must be a combined total of the premium cost specific to the Group Dental Insurance Plan that aligns with the requirements of this RFP.
- Administrative (cost) quotations must be a combined total of the administrative fees and expenses (including the production, printing, and mailing/distribution of forms, brochures, booklets, ID cards, etc.), marketing expenses (including travel), reports, etc.

The Premium (Cost) Proposal must not contain any Technical/Reference information.

Copies: One original version, six copies and one CD-ROM copy of the Premium (Cost) Proposal contents are required.

SECTION 5: Evaluation

5.1 Overview

Proposals are eligible for a maximum of 100 points (60 Technical/References; 40 Premium (Cost)). Any Proposal that does not meet all of the mandatory requirements may be disqualified. WCPSS reserves the right at any time and for any reason to cancel this RFP. The WCPSS reserves the right to waive any immaterial defects or irregularities in any Proposal and WCPSS reserves the right to reject any and/or all Proposals.

5.1.1 Total Evaluation Criteria

Proposals will be eligible for a maximum of 100 points distributed amongst the following areas:

Total Evaluation Areas	Available Points
Maximum Available Technical/Reference Points	60
Premium (cost) Proposal Maximum Available Points	40
Total Maximum Points	100

5.2 Overall Evaluation of Technical/Reference Proposal

Incompleteness, inconsistencies or inaccuracies in the Technical/Reference Proposal may result in a lower technical score. Proposers must convey the technical answers in Appendix J and Appendix K herein, including any supporting documentation necessary to meet the requirements of the RFP.

5.3 Evaluation of Technical/Reference Proposal

Proposers failing to submit a Technical/Reference Proposal in compliance with the requirements set forth herein will be disqualified and removed from further evaluation.

5.3.1 Technical/Reference Evaluation

Technical/Reference Proposals will be ranked using a scale grading based on minimum to top responses. A maximum of 60 points can be assigned amongst the following areas:

Technical/Reference Evaluation Areas	Available Points
Warranties (Experience)-Section 1.12.1, 1.12.2, 1.12.3, 1.12.5	8
Group Dental Insurance Plan Type 3.3	6
Group Dental Insurance Coverage 3.4	10
Dental Procedures 3.4.2	5
Claims-Section 3.8	4
Customer Service 3.9	5
Reporting Requirement 3.11	4
Usual, Customary & Reasonable 3.12	5
Explanation of Benefits 3.13.6	5
Enhancements-Section 3.15	4
Statement of Compliance 3.16	2
References-Section 5.3.2.1 & 5.3.2.2	2
Maximum Available Technical/Reference Points	60

5.3.2 References

5.3.2.1 References shall be provided by the Proposer and/or insurer of at least two Group Dental Insurance contracts having a minimum of 1,500-2,000 covered employees as outlined in Sections 1.12.2 or 1.12.3 and shall be submitted using Appendix G – References.

5.3.2.2 Reference scores will consider experience, number of covered employees, management and customer satisfaction with a maximum of five points awarded to the highest responsive Proposer.

5.4 Evaluation of Premium (Cost) Proposals

Proposers failing to submit Premium (Cost) Proposals in compliance with the requirements set forth in Section 4.4 will be disqualified and removed from further evaluation.

WCPSS will evaluate the data from the Premium (Cost) Proposal (Appendix L) for a three-year insurance contract period and will be eligible for a maximum of 40 points.

5.5 Overall Proposal Evaluation

Technical/Reference Proposal scores and Premium (Cost) Proposal scores for a three-year insurance contract period will be totaled for all Proposers to determine the apparent successful Proposer.

5.6 Selection of Successful Proposer and Insurance Contract Award

The award will be made to the responsible Proposer whose written Proposal is highest ranked and determined to be the most advantageous to the WCPSS, taking into account all evaluation factors set forth in this RFP and subject to the WCPSS'S and such Proposer's ability to agree and enter into a final insurance contract. Insurance contract negotiations will be held with that Proposer to arrive at a final agreement incorporating this RFP, the responsive Proposal, and such additional terms and conditions as may be required by the WCPSS. If, however, the parties do not come to an agreement, the WCPSS will then begin negotiations with the next highest ranked Proposer.