

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

**INVITATION TO NEGOTIATE**

**GROUP TERM LIFE INSURANCE**

**ITN NO.: DMS 14/15-025**

**Replies DUE:  
12/26/14**

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**Refer ALL Inquiries to:  
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Departmental Purchasing  
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## **Section 1: Introduction**

### **1.1 Purpose**

The Florida Department of Management Services (“Department”) invites interested Vendors to submit Replies in accordance with this Invitation to Negotiate (“ITN”). The purpose of this Solicitation is to establish a Contract for basic and optional group term life insurance benefits (the “Services”), as described herein. The Contract term is anticipated to be from January 1, 2016 to December 31, 2019, with, at the sole discretion of the Department, four, one-year renewal periods (four renewal years total).

### **1.2 Overview**

The Department seeks Replies from life insurance carriers licensed to do business in the State of Florida. The Division of State Group Insurance (“DSGI”) (“Division”), administers the State Employee Health Insurance Program (“Program”) in accordance with section 110.123, Florida Statutes. The Program is a package of insurance benefits, including health insurance options, flexible spending and health savings accounts, life insurance, dental insurance and other supplemental insurance products for State of Florida employees and retirees, Consolidated Omnibus Budget Reconciliation (COBRA) Participants and covered spouses and/or children (“Dependents”). Each employee, retiree or COBRA Participant that is the primary insured is a “Subscriber.” Each individual covered under the Program is a “Participant.”

Those eligible for life insurance include salaried employees, Other Personnel Services (OPS)/Variable hour employees working an average of 30 hours or more per week and retirees. Currently, there are three options: basic group term life insurance, optional group term life insurance and retiree group term life insurance. Basic group term life insurance is employer paid for salaried employees and employee paid for OPS/variable hour employees. The benefit is \$25,000. Optional group term life insurance is available only to salaried employees. Salaried employees may choose from 1- 7 times their annual earnings, up to \$1 million. During their initial eligibility period, salaried employees may choose from 1- 5 times their annual earnings, up to \$500,000 without evidence of insurability. After initial eligibility, members may increase their coverage level by one level up to 5 times earnings or \$500,000 during open enrollment without evidence of insurability. Members may enroll, increase coverage levels by more than one coverage level or above \$500,000 during open enrollment only by passing evidence of insurability. Retirees currently have a \$2,500 benefit option and a \$10,000 benefit option. Retirees must maintain continuous coverage to remain eligible.

The successful Vendor must offer to provide all of the Services required to be performed pursuant to this ITN, as more fully described in the draft Contract (Attachment A) and the Technical Reply (Attachment B).

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

### 1.3 Questions Being Explored

Vendors are not to respond directly to these questions. The Department will use the information obtained throughout this ITN process to assist it in developing opinions and positions regarding the following questions:

- A. How can the Department most efficiently provide group term life insurance benefits to Participants?
- B. Can the Plan achieve more competitive pricing from options for tobacco use premiums?
- C. Can the Plan achieve additional value from a repatriation rider?
- D. How can the Department ensure pricing remains competitive throughout the entire term of the Contract?
- E. What additional value propositions can Vendors offer that are in the best interest of the State?

The remaining questions and issues being explored are provided in Attachment B-5: Questionnaire. Vendors must complete Attachment B-5: Questionnaire in accordance with the instructions contained therein.

### 1.4 Specific Goals of the ITN

- A. To establish a Contract promoting the cost efficient administration of the State Group Insurance Program for group term life insurance benefits.
- B. To determine the combination of service levels and pricing terms preferred by the Department and the Vendor(s) providing the best overall value in executing the preferred solutions.
- C. To ensure continued price competition throughout the initial term and any renewal years of the contract.
- D. To ensure the best value for the State of Florida.

### 1.5 Contact Person and Procurement Officer

The contact person for all communications regarding this ITN is:

Lori Anderson, Procurement Officer  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.2Y  
Tallahassee, FL 32399-0950  
[Email: dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com)

All contact with the Procurement Officer shall be in writing by email **only** and must contain the Solicitation number in the subject line of the email.

**1.6 Timeline of Events**

<b>Timeline of Events</b>	<b>Event Time (Eastern Time)</b>	<b>Event Date</b>
ITN posted on the VBS.		12/8/14
Deadline to submit written questions via email to Procurement Officer	5:00 p.m.	12/15/14
Deadline to submit Attachments H and I via email to Procurement Officer.	5:00 p.m.	12/15/14
Department's anticipated posting of answers to Vendor's questions on VBS.		12/22/14
Deadline to submit Replies and all required documents to Procurement Officer.	3:00 p.m.	12/26/14
Post non-responsive vendors on VBS.		1/5/15
Evaluation of Replies.		1/5/15 – 1/28/15
Public Meeting for Evaluators 4050 Esplanade Way, Suite 101, Tallahassee, FL		2/2/15
Anticipated date to post Notice of Intent to Negotiate on VBS.		2/2/15
Negotiations conducted.		2/6/15 -2/23/15
Public Meeting(s) – Recommend Award 4050 Esplanade Way, Suite 101, Tallahassee, FL		2/27/15
Posting of Intent to Award on VBS.		3/3/15
Anticipated contract start date.		3/20/15

**1.7 Capitalized Terms**

With exception to standard grammatical practices, capitalized terms in this Solicitation shall have the meaning given in Section 1.1 of the draft Contract (Attachment A).

### **1.8 Notice of Intent to Reply and Non-Disclosure Agreement**

To be eligible to reply to this ITN, Vendors must obtain the census file from the Department. The file includes employees eligible to enroll and provides (1) date of birth, (2) gender, (3) home ZIP code, (4) Plan name (if currently elected), (5) Plan coverage tier (if currently enrolled in optional life) and (6) status (salaried, OPS/Variable hour or retiree). The file also contains some salary information. Salary information is incomplete. DSGI is unable to provide salary information for legislative employees. The Vendor(s) awarded the Contract will work directly with the legislature to receive salary information. To obtain the file, Vendors must submit a completed copy of the Confidentiality and Non-Disclosure Agreement and Intent to Reply (Attachments H and I to the ITN) to the Procurement Officer, via email at [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com), by the date indicated in Section 1.6 (Timeline of Events). Vendors who timely submit the notice and completed agreement will be provided a link to retrieve the file via the email address indicated on Attachment I.

### **1.9 Conflict of Interest**

This solicitation is subject to Chapter 112, Florida Statutes. The Vendor shall disclose with the reply the name of any officer, director, employee or other agent who is also an employee of the State. The Vendor shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent or more in the Vendor or its affiliates.



## **Section 2: General Instructions to Vendors**

### **2.1 General Overview**

Potential Vendors to the Solicitation are encouraged to carefully review all the materials contained herein and prepare Replies accordingly. The ITN process involves the Department's evaluation of responsive and responsible Replies. All or some of the Replies may proceed to negotiations after evaluations. The Department will then select a Vendor for award.

### **2.2 Official Notices**

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the DMS Vendor Bid System (VBS) website located at:

[http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu).

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

### **2.3 Contacting Department Personnel**

Pursuant to section 287.057(23), Florida Statutes, prospective Vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period (Saturdays, Sundays and State holidays excluded) following the Department's posting of the notice of intent to award, any Department personnel, consultants or any employee or officer of the executive or legislative branch concerning any aspect of this Solicitation, except in writing to the Procurement Officer identified on the title page above or as otherwise provided in this Solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective Vendor or an existing or prospective Subcontractor to a prospective Vendor is assumed to be on behalf of a prospective Vendor unless otherwise shown.

#### **2.3.1 Contact during the Negotiation Phase**

During the negotiations phase of this ITN: (i) any contact and communication between the members of the negotiation team for the prospective Vendor(s) with whom the Department is negotiating and the Negotiation Team for the Department is permissible, but only "on the record" (as required by section 286.0113(2), Florida Statutes) during the negotiations meetings; and (ii) communication between the lead negotiator for the prospective Vendor(s) with whom the Department is negotiating and the Procurement Officer outside of the negotiation meetings is permissible so long as it is in writing.

#### **2.3.2 Violation of Contact Limitations**

Violation of the provisions of Section 2.3 of this ITN will be grounds for rejecting a Reply, if determined by the Department to be material.

## 2.4 Amendments to the Solicitation Documents

The Department shall post addenda to the Solicitation documents, including timeline updates to Section 1.6, at the following VBS website, [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) under the posted Solicitation number.

VENDORS ARE SOLELY RESPONSIBLE FOR MONITORING THE VENDOR BID SYSTEM FOR NEW OR REVISED INFORMATION.

## 2.5 Vendor Questions

Vendors will send **all** questions during the question and answer period of the Solicitation in writing to the Procurement Officer by email. The deadlines for submission or questions are reflected in Section 1.6 of this ITN.

Each Vendor's submission of questions should be clearly labeled Group Term Life Insurance and include the ITN number.

Questions must be submitted in the following format, in a Microsoft Word document, to be considered:

ITN Section	ITN Page #	Question

Answers to all written inquiries, and any resulting revisions to the ITN, will be made through the VBS. Questions will not constitute formal protest of the specifications or of the Solicitation.

## 2.6 Special Accommodation

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator for facilities management at (850) 922-7535 or via email at the address listed at:

[http://www.dms.myflorida.com/agency\\_administration/human\\_resources/dms\\_contacts\\_by\\_role](http://www.dms.myflorida.com/agency_administration/human_resources/dms_contacts_by_role).

Requests for accommodation for meetings must be made at least five Business Days prior to the meeting. Any person(s) with a hearing or speech disability should contact Departmental Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

## 2.7 Receipt of Replies

### 2.7.1 Reply Deadline

Replies must be submitted to and received by the Department no later than the date and time provided in Section 1.6 and delivered to the Procurement Officer at the address listed below:

Department of Management Services  
4050 Esplanade Way, Suite 335.2Y  
Tallahassee, FL 32399

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

### **2.7.2 Changes to Replies after Submission Prohibited**

No changes, modifications or additions to the Reply will be allowed after the Replies have been opened.

### **2.7.3 Receipt Statement**

Replies not received at the specified address by the deadline will be rejected.

## **2.8 Cost of Preparation**

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

## **2.9 Electronic Posting of Department Decision**

On the dates indicated in Section 1.6, the Department shall electronically post a notice of the Department's decision at the following VBS website, [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). If a notice of the Department's decision is delayed, in lieu of posting the notice the Department may post an addendum with revised dates for posting the decision. Any person whose substantial interests are adversely affected by a Department decision or action may file a formal protest. For more information regarding protests, see Section 2.15.

## **2.10 Firm Reply**

The Department may make an award within 180 days after the date the Replies are due. By submitting a Reply, Vendors acknowledge and agree that their Replies shall remain firm for (and shall not be withdrawn) for at least 180 days after the final Replies have been submitted. If an award is not made within the 180-day period, the Reply shall remain firm until either the Department awards the Contract or the Department receives from the Vendor written notice that the Reply is withdrawn.

### **2.10.1 Withdrawal of Reply**

Withdrawal of Replies may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the opening time and date. Requests received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error.

## **2.11 Use of Reply Contents**

All documentation produced as part of this Solicitation becomes the exclusive property of the Department and may not be removed by the Vendor. All Replies become the property of the Department and will not be returned to the Vendor. The Department will have the right to use any or all ideas or adaptations of the ideas presented in the Reply. Selection or rejection of a Reply will not affect this right.

## **2.12 Public Records and Vendor's Confidential Information**

### **2.12.1 Public Records**

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida public records laws. Section 2.12.4 below addresses the submission of trade secret, proprietary information and other information exempted from public inspection.

### **2.12.2 Replies are Property of the State**

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

### **2.12.3 Replies will be Subject to Public Inspection**

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

### **2.12.4 How to Claim Trade Secret, Proprietary Information, Other Exemptions from Public Inspection Protection**

If a Vendor considers any portion of the documents, data or records submitted in its Reply to be trade secret, proprietary or otherwise confidential and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document clearly labeled "Attachment to Invitation to Negotiate, Number DMS 14/15-025 – Confidential Material," with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Vendor must also simultaneously provide the Department with a separate, electronic redacted copy of its Reply. The file name of the electronic redacted copy shall contain the name of the Vendor, the Solicitation number and Redacted Copy (e.g., Vendor Name\_DMS ITN 14/15-025\_Redacted Copy.pdf). The first page of the electronic redacted copy and each page on which information is redacted shall prominently display the phrase "Redacted Copy."

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

### **2.12.5 Public Records Requests**

If a Vendor fails to mark any materials submitted to the Department as exempt and failed to submit a redacted copy as provided in section 2.12.4, the Vendor waives the exemption and the Department will produce all of the Vendor's documents, data or records to any person requesting a copy under Chapter 119. Vendors exclusively bear the burden of complying with this section to ensure its exempt information is appropriately marked.

### **2.12.6 Department Not Obligated to Defend Vendor's Claims**

The Department is not obligated to agree with a Vendor's claim of exemption and, by submitting a Reply, the Vendor agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, by submitting a Reply, the Vendor agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Vendor's assertion that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise exempt from public disclosure under Chapter 119.

### **2.13 Vendor's Representation and Authorization**

In submitting a Reply, each Vendor understands, represents and acknowledges the following (if the Vendor cannot certify to any of the following, the Vendor shall submit with its Reply a written explanation of why it cannot do so).

- The Vendor is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the Reply, the Vendor, its affiliates, subsidiaries, directors, offices and employees 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.
- Vendor 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 noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication or agreement with any other Vendor or potential Vendor; neither the prices nor the amounts, actual or approximate, have been disclosed to any Vendor or potential Vendor and they will not be disclosed before the Solicitation opening.
- The Vendor has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers and employees of the 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 Vendor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicated for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state or local government transaction or public contract; violation of federal or state falsification or destruction of records, making false statements or receiving stolen property; or
  - Has within a three year period preceding this certification had one or more federal, state or local government contracts terminated for cause or default.
- The product offered by the Vendor will conform to the specifications without exception.
- The Vendor has read and understands the Contract terms and conditions and the submission is made within those terms and conditions.
- If an award is made to the Vendor, the Vendor agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Vendor has made a diligent inquiry of its employees and agents responsible for preparing, approving or submitting the Reply and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Vendor 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 Vendor's preparation of its bid.
- All information provided by, and representations made by, the Vendor 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 the submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.

#### **2.14 Subcontracting**

The successful Vendor is fully responsible for all work performed under the resultant Contract of this Solicitation. If a Vendor intends to use any Subcontractors to perform the work, such Subcontractors shall be identified in Attachment B-7: Subcontractors. Unless agreed to in writing, in advance, by the Department, no work related to this Contract will be performed under this Contract outside of the United States. If a Vendor should need to replace a Subcontractor prior to the Department's notice of intent to award, the Vendor shall provide to the Procurement Officer a request to substitute the Subcontractor, explaining why the Vendor seeks to substitute the Subcontractor. A new Attachment B-7: Subcontractors shall be provided with the request. The substitution will be subject to Department approval.

The Vendor acknowledges that it will not be released of its Contractual obligation to the Department because of any Subcontractor. The Department will treat Vendor's use of a Subcontractor not disclosed during the Solicitation process or approved by the Department as a breach of the Contract.

## **2.15 Protests**

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

### **2.15.1 Time Limits for Filing Protests**

Any person whose substantial interests are adversely affected by the intent to award made by the Department pursuant to this Solicitation shall file with the Department a formal written protest petition in writing within 72 hours (excluding State holidays, Saturdays and Sundays) after the posting of the Department's notice of intent to award.

### **2.15.2 Protest of Terms, Conditions and Specifications**

With respect to a protest of the terms, conditions and specifications contained in this Solicitation, including any provisions governing the methods for scoring or ranking Replies, posting an department decision or modifying or amending the solicitation or draft contract, the formal written protest petition shall be filed in writing within 72 hours (excluding State holidays, Saturdays and Sundays) after the posting of the Solicitation. For purposes of this provision, the term "the Solicitation" includes this ITN, any addendum(s), Replies to written questions, clarification or other document concerning the terms, conditions or specifications of the Solicitation.

### **2.15.3 Bond Must Accompany Protest**

When protesting a notice of intent to award (including a protest of the terms, conditions and specifications of the Solicitation), the protestor must post a bond equal to 1 percent of the Department's estimated Contract amount. The estimated Contract amount for any protest of this procurement is \$31,600,000.

The estimated Contract amount is not subject to protest. The bond must be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the Department will accept a cashier's check, official bank check or money order equal to 1 percent of the Department's estimated Contract amount. An original cashier's check, official bank check or money order must be posted in the same fashion as a protest bond.

**FAILURE TO POST AN ORIGINAL BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.**

#### **2.15.4 Filing a Protest**

A formal written protest is “filed” when actually received by the Procurement Officer listed on the cover page or by the Department’s Department Clerk. Filing of a formal written protest may be achieved by hand-delivery, courier or by mail. Actual delivery by the deadline shall remain the sole responsibility of the protestor and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor. A protest bond must be posted together with the formal written protest. A protest bond is “posted” when the original bond is physically tendered to the Procurement Officer or Department Clerk. Bonds (and cashier’s checks, official bank checks or money orders) cannot be posted by facsimile, email or other transmission that does not result in the original being physically tendered to the Department. Actual posting of a bond by the deadline shall remain the sole responsibility of the protestor and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor.

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 110.123(3)(d)(4), FLORIDA STATUTES OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

#### **2.16 Department’s Reserved Rights**

##### **2.16.1 Waiver of Minor Irregularities and Minor Deviations**

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

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

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



### **2.16.3 Performance Qualifications**

The Department reserves the right to investigate or inspect at any time whether the product, qualifications or facilities offered by Vendor meet the Contract requirements. Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility as a vendor, the Department shall consider all information or evidence which is gathered or comes to the attention of the department and which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Contract.

Vendor must be prepared, if requested by the Department, to present evidence of experience, ability and financial standing, as well as a statement as to capacity of the Vendor to provide the deliverables and benefits described in the Reply. If the Department determines that the conditions of the solicitation document are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Department may reject the Reply or terminate the Contract. Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, Vendor is not relieved from fulfilling all Contract requirements.

### **2.16.4 Rejection of All Replies**

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

### **2.16.5 Withdrawal of ITN**

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

### **2.16.6 No Contract until Execution**

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

### **Section 3: Minimum Requirements**

#### **3.1 Vendor Qualifications**

Vendors must meet the minimum specifications identified below. A Reply that fails to meet the minimum specifications will be deemed non-responsive and will not be evaluated.

#### **3.2 Pass/Fail Requirements**

A responsive Vendor shall meet the requirements of Attachment B-1: Minimum Requirements. Any Vendor that fails to meet any of the requirements will be rejected.

#### **3.3 Convicted and Discriminatory Vendors**

Persons or affiliates placed on the Convicted Vendor List are prohibited from being awarded or performing work as a contractor, supplier, subcontractor or consultant under a contract with any public entity for a period of 36 months following the date of being placed on the Convicted Vendor List. A Vendor placed on the Discriminatory Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity.

#### **3.4 Minimum Programmatic Specifications**

The selected Vendor will perform, at a minimum, the tasks outlined in Attachment B-4: Minimum Service Requirements in accordance with all terms thereof. If a Vendor refuses or fails to acknowledge that it will perform the minimum service requirements, the Vendor's Reply will be rejected.

#### **3.5 Vendor Registration in MyFloridaMarketPlace**

To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each successful Vendor doing business with the State of Florida shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Vendors who are not subject to registration requirements should include proof of exemption by Rule from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the Reply; however, such failure must be remedied prior to execution of a Contract, if any.

In addition, State of Florida Vendors registered in the MyFloridaMarketPlace system must register and complete an electronic Substitute Form W-9 prior to Contract execution. The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:

<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

#### **3.6 Composition of the Contract**

The Department intends that the Contract awarded as a result of this Solicitation will be composed of the Contract and attachments as described in sections 3.6.1 and 3.6.2.

### **3.6.1 Group Term Life Benefits Contract**

The Department's draft Contract (Attachment A) contains draft general Contract terms and conditions required by the Department. The Department's draft Contract is available as a separate document on the VBS along with the advertisement for this Solicitation.

Any attempts to red-line or modify the terms of the Department's draft Contract will be disregarded and ignored by the Department during the Evaluation Phase. Therefore, Vendors should not make alterations or edits to the Department's draft Contract.

### **3.6.2 Other Attachments or Exhibits**

All other attachments and exhibits to the ITN referenced in this Solicitation or the above documents will also be part of the resulting Contract, if any.

### **3.7 Order of Precedence**

In the event of conflict in terms among the foregoing during this Solicitation, the following order of precedence will apply. The Reply submitted in reply to this Solicitation may be incorporated into or attached to the Contract but will not change the provisions of the documents listed below.

- Addenda to the ITN, if any
- This ITN
- All attachments and exhibits to this ITN
- The Department's Draft Contract, Attachment A

## **Section 4: Responding to the ITN**

### **4.1 Reply Submittal**

Each Vendor is responsible for ensuring that its Reply is delivered at the proper time and to the proper place. REPLIES MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE reflected on the Timeline of Events included in Section 1.6 of this Solicitation. The Department will reject late Replies.

The face of each envelope(s)/box(es) submitted must be addressed to the attention of the Procurement Officer; and indicate the Departmental Purchasing address, the Solicitation number, due date and time of the Reply. Any submitted documents claimed to be confidential, proprietary trade secret material must be indicated at the time of submission consistent with the provisions of Section 2.12.4.

Vendors must request the Word and Excel versions of the Technical and Financial Reply forms directly from the Procurement Officer by email and must include the contact information and email address for the individual who is to receive the Excel forms.

Technical Reply. Vendors must submit in a properly marked, sealed envelope(s)/box(es) one original bound paper Reply consisting of the items listed in Section 4.4, Technical Reply. In addition, Vendors must submit four bound paper copies, four electronic copies on a separate CD and one electronic Redacted Copy on CD (if applicable, as described in Section 2.12.4 of this ITN).

Financial Reply. Vendors must submit in a separate and properly marked, sealed envelope(s)/box(es) one original bound paper reply consisting of the items listed in Section 4.5, Financial Reply. In addition, submit four bound paper copies, four electronic copies on CD and one electronic Redacted Copy on CD (if applicable, as described in Section 2.12.4 of this ITN).

### **4.2 Reply Form**

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

**Notice Regarding Use of Microsoft Excel.** Cells that have been highlighted in yellow require a response from the Vendor. Microsoft Excel will only print the first 1,024 characters in each cell. Therefore, Vendors must limit the length of Reply to 1,024 characters per cell. Some questions are accompanied by more than one response cell. Vendors may use one or all of these cells to answer the question completely with no more than 1,024 characters per cell. If a question has only one cell, the Vendor should limit the response to 1,024 characters.

The Vendor must not apply any conditions to any aspect of the Solicitation. The only recognized changes to the Solicitation prior to the opening will be by written addenda issued by the Department.

Replies shall consist of an Introductory Section (Section 4.3), Technical Reply and Financial Reply (Sections 4.4 and 4.5) that must be submitted together as described in Section 4.1.

#### 4.3 Format of Introductory Section

- A. **Transmittal Letter.** The transmittal letter should be brief, acknowledge receipt of any addenda issued after the ITN posting and be signed by an individual authorized to commit Vendor to the Services and requirements as stated in the ITN.
- B. **Title Page and Table of Contents.** The title page must bear the name and address of the Vendor and the name and number of this Solicitation. This must be followed by a table of contents for the entire Reply.
- C. **Declaration of Proprietary, Trade Secret or Other Confidential Information.** A listing of information that is claimed to be exempt from public disclosure is to be provided immediately following the table of contents. This listing shall identify each section of the Reply which has been excluded from the Redacted Copy provided with the Reply as described in Section 2.12.
- D. **Executive Summary.** The Vendor shall condense and highlight the contents of the technical reply in a separate section titled "Executive Summary" that explains how the Vendor meets the minimum requirements of the Contract set forth in the Attachment B-1: Minimum Requirements.
- E. **Purchasing Forms.** The following forms attached to this ITN shall be completed and attached in their entirety with the signature of the Vendor's authorized agent. **Failure to complete, sign and/or return these documents will result in disqualification of the Reply.**
  - Form 1: Solicitation Registration Form
  - Form 2: Non-Collusion Affidavit
  - Form 3: Statement of No Involvement
  - Form 4: Addendum/Addenda Acknowledgement Form

#### 4.4 Technical Reply

The Technical Reply forms are located in the Microsoft Excel document labeled Attachment B— Technical Reply.

The Vendor should complete each portion of the Technical Reply according to the instructions described therein. The Vendor will print the Technical Reply in the order specified below. The Vendor must submit the final electronic version (on CD) of the Technical Reply with the Excel workbook intact. (See also Section 4.1). Vendors must not add additional tabs to the workbook or break apart the tabs of the workbook and submit as separate attachments. **Failure to submit an intact workbook will result in disqualification of the Reply.**

The Technical Reply must be organized as follows:

- A. Attachment B-1: Minimum Requirements
- B. Attachment B-2: Organizational Information
- C. Attachment B-3: Plan Design
- D. Attachment B-4: Minimum Service Requirements
- E. Attachment B-5: Questionnaire
- F. Attachment B-6: Performance Guarantees
- G. Attachment B-7: Subcontractors

- H. Reply Attachments
  - a. Reply Document 1: Licensure
  - b. Reply Document 2: Department Of State (DOS) Certificate
  - c. Reply Document 3: Implementation Plan
  - d. Reply Document 4: Open Enrollment Announcement Package
  - e. Reply Document 5: Welcome Package
  - f. Reply Document 6: Call Center Reports
  - g. Reply Document 7: Appeals/Grievance Process
  - h. Reply Document 8: Appeals/Grievance Sample Communications

#### **4.5 Financial Reply**

The Financial Reply form is located in the Microsoft Excel document labeled Attachment C— Financial Reply.

The Vendor must complete the Financial Reply according to the instructions described therein. The Vendor will print the Financial Reply in the order specified below. The Vendor must submit the final electronic version (on CD) of the Financial Reply with the Excel workbook intact. (See also Section 4.1). Vendors must not add additional tabs to the workbook or break apart the tabs of the workbook and submit as separate attachments. **Failure to submit an intact workbook will result in disqualification of the Reply.**

Failure to complete any of these attachments will result in the Vendor being deemed non-responsive and ineligible for award of the Contract.

The Financial Reply must be organized as follows:

- A. Reply Document 9: Basic Life and Accidental Death & Dismemberment
- B. Reply Document 10: Optional Life and Accidental Death & Dismemberment
- C. Reply Document 11: Dependent Life
- D. Reply Document 12: Summary
- E. Reply Document 13: Underwriting

## **Section 5: Evaluation and Selection Methodology**

### **5.1 Selection Criteria**

The selection criteria for this Solicitation are the Vendor's articulation of its Reply, the ability of the Vendor's approach to meet the Department's needs and the Vendor's pricing.

### **5.2 Evaluation Process**

The Department intends to award the Contract to the responsible and responsive Vendor that presents the best value. The Department will select evaluators to independently evaluate and score the Replies. Each evaluator will be provided a copy of each responsive and responsible Vendor's Reply. The Department will score Replies consistent with Section 5.3 below.

### **5.3 Evaluation Phase**

The Department's initial evaluation of Replies will determine which Vendors are considered to fall within the competitive range and are eligible for inclusion in the negotiation phase. All Replies that meet the minimum requirements and are determined to be otherwise responsive and responsible will be evaluated as described in Section 5.3.1.

### 5.3.1 Scoring of Replies

The technical reply is worth 50% of the total score. Technical Replies will be scored based on responses to Attachment B-5: Questionnaire. Each scored question in the questionnaire may receive a maximum of 5 points. See Attachment B-5 for a description of the point system. The following table shows how categories and subcategories in the questionnaire will be weighted.

	Category	Tab	Subcategory	Total Scored Responses	Possible Points	Subcategory Weight	Category Weight
1	Administration and Operations	B-5	I. Service History	6	30	10%	16%
		B-5	II. Implementation	3	15	26%	
		B-5	III. Account Management	2	10	16%	
		B-5	IV. Support Services	4	20	16%	
		B-5	VIII. Claims Processing	4	20	16%	
		B-5	IX. Audits	7	35	16%	
			<b>Category Subtotal</b>		<b>26</b>	<b>130</b>	
2	Customer Service	B-5	V. Customer Service	17	85	100%	14%
			<b>Category Subtotal</b>	<b>17</b>	<b>85</b>	<b>100%</b>	
3	Data and Reporting	B-5	VI. Data and Interface	6	30	50%	12%
		B-5	VII. Reporting and Deliverables	2	10	50%	
			<b>Category Subtotal</b>	<b>8</b>	<b>40</b>	<b>100%</b>	
4	Additional Services	B-5	X. Additional Services	1	5	100%	8%
			<b>Category Subtotal</b>	<b>1</b>	<b>5</b>	<b>100%</b>	
<b>TOTAL</b>				<b>52</b>	<b>260</b>		<b>TOTAL</b>

The financial reply is worth 50% of the total score. Financial Replies will be scored based on responses to Attachment C. Full detail regarding the blending and weighting of the premiums is described in Attachment C. The lowest blended premium will receive 50 points. The blended premium for all other financial Replies will receive points directly proportionate to the lowest blended premium.

### 5.3.2 Determination of Shortlist

The Department intends to select no fewer than two Vendors using the evaluation scoring specified above with whom to conduct negotiations. Although the Department intends to negotiate with at least two Vendors, it reserves the right to select more or fewer Vendors with whom to negotiate. No presumption of preference or merit in the negotiation process or for Contract award shall arise from the scores awarded during the evaluation phase and such scores and ranking shall not carry over to the negotiation phase.



## 5.4 Negotiation Phase

### Goal of Negotiations

The negotiation process is intended to enable the Department to determine which Vendor(s) presents the best value and to establish the principle terms and conditions of such Contract.

The Department will establish a negotiation team to conduct negotiations, assess the final value of each Vendor's Reply and make an award recommendation to the Department. The negotiation team will not be bound by the evaluation determinations and may consider any additional information that comes to its attention during the negotiation phase.

Vendors may be provided an opportunity to recommend enhanced value benefits and provide information and options during the negotiation phase.

The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that such changes would provide the best value to the State. The negotiation team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative. If the negotiation team determines that a proposed alternative is not acceptable and the Vendor fails to offer another alternative that is acceptable to the negotiation team, the Vendor may be eliminated from further consideration.

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

#### 5.4.1 Vendor Attendance at Negotiations

The Department reserves the right to require attendance at negotiation sessions by particular representatives of the Vendor. At a minimum, the Department expects that the following representatives will be in attendance: the account manager, the implementation manager, the executive sponsor and any other individuals that will perform a critical role in the day-to-day management of the Plan. The Vendor should limit its negotiation team to six individuals.

Any written summary of presentations or demonstrations provided by Vendors during negotiations shall include a list of attendees, a copy of the agenda and copies of any visuals or handouts, which shall become part of the Vendor's reply. **Failure to provide any information requested by the Department during the negotiation phase may result in termination of negotiations with the Vendor.**

#### 5.4.2 Revised Replies and Best and Final Offers

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

### **5.4.3 Clarifications/Revisions**

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Vendors deemed eligible for Contract award. Failure to provide requested information may result in rejection of the Reply.

### **5.4.4 Other Department Rights During Negotiations**

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

- Schedule additional negotiation sessions with any or all responsive Vendors;
- Require any or all responsive Vendors to provide additional, revised or final written Replies addressing specified topics;
- Require any or all responsive Vendors to address services, prices or conditions offered by any other Vendor;
- Pursue a Contract with one or more responsive Vendors for the services encompassed by this Solicitation, any addenda thereto and any request for additional, revised or final written Replies or request for best and final offers;
- Pursue the division of Contracts between responsive Vendors by type of service;
- Arrive at an agreement with any responsive Vendor, finalize principal Contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Vendors;
- Decline to conduct further negotiations with any Vendor;
- Re-open negotiations with any Vendor;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation or negotiation where necessary and consistent with the terms of this Solicitation; and
- Review and rely on relevant information contained in the Replies.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Vendor or Vendors affected and whether to provide public notice of such decision.

### **5.4.5 Negotiation Meetings Not Open to Public**

Negotiations between the Department and Vendors are temporarily exempted from Chapter 286, Florida Statutes.

Negotiation team strategy meetings are exempted by section 286.0113(2)(a), Florida Statutes. The Department will record all meetings of the negotiation team, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, the Vendor must inform the Department if any portion of the meetings should be considered exempt because of discussions of trade secrets so that the Department can make appropriate arrangements for the segregation of the recording.

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

### **5.5.1 Award Selection**

The Department will select for award of the Contract the responsive Vendor or Vendors who provide the best value to the State based on the selection criteria in Section 5.1.

### **5.5.2 Department's Negotiation Team Recommendation**

The Department will develop a recommendation as to the award that will provide the best value. The negotiation team will not engage in scoring, but will arrive at its recommendation by majority vote. The scores from the evaluation phase will not carry over into the negotiation phase and the negotiation team will not be bound by those scores. The negotiation team will forward its recommendation to the Secretary of the Department or his designee for review.

### **5.5.3 Secretary's Approval**

The Secretary of the Department or his designee will make the final decision as to which Vendor(s) will be awarded the Contract, taking into consideration the recommendations of the negotiation team.

## **5.6 Department's Reserved Rights**

The Department reserves the right to request additional or revised detailed written replies or request best and final offers and award Contracts for less than all services encompassed by this Solicitation.

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

If the Department decides to award a Contract, it will post a Notice of Intent to Award Contract, stating its intent to enter into one or more Contracts with the Vendor or Vendors identified therein, on the VBS website ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)). If the Department decides to reject all replies, it will post its notice at the same VBS website.