

**Department of Community Health
State Health Benefit Plan
Invitation for Proposals**

1. Introduction

1.1 Purpose

The State Health Benefit Plan (“SHBP” or “Plan”) provides health insurance coverage to state employees, school system employees, retirees and their dependents and other groups legislatively mandated or included by contract where authorized by law. Health insurance coverage may include an array of health plans, pharmacy benefit management, and innovative health management product purchases. The Department of Community Health, State Health Benefit Plan Division (“DCH”) manages the selection of service providers that encompasses considerations of quality and costs for SHBP that are consistent with applicable laws, regulations, and policies, including applicable DCH ethics requirements.

1.2 Legal Authorization

Selection of health insurance vendors by DCH is exempt from the DOAS State Purchasing Act pursuant to O.C.G.A. Secs. 50-5-57 and 58, 1987 Op. Att’y Gen. No. 87-32, and Chapter 1: Section 1.2.1.2 of the Georgia Procurement Manual, as amended. DCH will enforce the policies and procedures approved by the Commissioner of the Department of Community Health (the “Commissioner”) regarding the selection of health insurance vendors and which are developed pursuant to O.C.G.A. §§ 31-2-1 *et seq.*, 45-18-6, 20-2-884, 20-2-914, and Ga. Comp. R. & Regs. Sec. 111-4-1-.02(2), as amended and as applicable.

2. Invitation for Proposals

As required for the appropriate administration of the Plan, DCH shall invite proposals from qualified Offerors capable of providing the identified services for the designated SHBP client population(s). The methods of and requirements for DCH to determine qualified Offerors, invite and evaluate proposals, for vendors to submit proposals, and other information relevant for DCH to make a selection of one or more vendors will be set forth in the Invitation issued by or on behalf of DCH. The Invitation for Proposal may be issued in one or more parts in the discretion of DCH, and will clearly identify the deadline(s), proposal criteria, and the prescribed proposal format, if any. DCH may utilize the DCH Website or other means to post or distribute all documentation associated with the Invitation. Offerors’ proposals shall comply with the instructions in the Invitation for Proposal.

DCH may consult and/or utilize subject matter experts, including but not limited to consultants with expertise in selection of third party administrators for health benefit plans, to develop the Invitation, evaluate proposals, provide advice, or otherwise make recommendations regarding the Invitation and/or proposals.

DCH reserves the right to reject any or all proposals or portions thereof, to waive any irregularity or informality in an Offeror’s proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia as determined by DCH. DCH retains the right to reject proposals or portions thereof that do not contain all elements and information requested in the Invitation, including but not limited to exceptions to contract terms, if permitted

within DCH's discretion, that do not meet the requirements. A proposal may be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the Invitation requirements, as determined by DCH on a case-by-case basis.

DCH may seek written clarification when an Offeror's proposal contains conflicting or ambiguous information. Written clarifications received from an Offeror will become part of the Offeror's proposal.

DCH reserves the right to amend, addend, extend, postpone, suspend, abandon, cancel, or terminate an Invitation for Proposal, or any requirement thereof, at any time prior to making a selection. It is the responsibility of Offerors to check the DCH Website regularly or access information as indicated by DCH for updates regarding the Invitation.

3. Restriction on Communications between DCH and Offerors

From the issue date of the Invitation until a vendor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any DCH staff or Board member except through persons or methods named within the Invitation or as specifically indicated by DCH. DCH reserves the right to reject the proposal of any Offeror violating this provision.

At DCH's discretion, DCH may accept written questions from Offerors concerning the Invitation during a specified period indicated in the Invitation. During this period, no questions other than written will be accepted and no responses other than written will be binding upon DCH. All questions must include the company name and the referenced section of the Invitation. Offeror questions and DCH responses will be posted to the DCH Website or otherwise made available as determined by DCH. Notwithstanding the above, DCH or its agent(s) may facilitate discussions between the Offeror and DCH and/or its agent(s) within the discretion of DCH at any time.

4. Confidential Information and Data

Portions of the Invitation of Proposal may contain confidential information and confidential data of DCH that is necessary for the Offeror's preparation of its proposal. DCH shall determine the Offerors who are qualified to obtain secure access to such information. DCH shall require a signed Non-Disclosure Agreement from Offerors prior to the release of any confidential information and confidential data.

5. Public Records and Trade Secrets

Documents received by DCH are normally subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) and open for public inspection. DCH will comply with the requirements of the Georgia Open Records Act, including with regard to the availability of records described in O.C.G.A. § 50-18-72(a)(10).

If a responsive Offeror claims that any portion of its proposal submitted to DCH is a proprietary trade secret or otherwise excepted from disclosure from the Georgia Open Records Act, the Offeror must clearly identify at the time of submission those portions of the proposal that it asserts are excepted from disclosure. DCH will require Offerors to submit redacted versions of their proposals or other submissions in addition to unredacted versions. Offerors are required to submit with their proposals an affidavit meeting the requirements of O.C.G.A. § 50-18-72 (a) (34), as amended,

setting forth any and all assertions of trade secret protections. Any material submitted to DCH by a responsive Offeror which has not been clearly designated as a trade secret(s) and expressly referenced as such in the affidavit is subject to disclosure under the Georgia Open Records Act.

PLEASE NOTE: Even though information submitted may be marked as "confidential", "proprietary", or "trade secret," and may be expressly referenced as such in an affidavit, pursuant to the Georgia Open Records Act DCH will make its own determination as to whether the information is a trade secret that may be withheld in response to an open records request. Accordingly, DCH will comply with the requirements described in O.C.G.A. § 50-18-72(a)(34).

6. Announcement of Selected Vendor(s)

DCH may execute one or more contracts, or may elect not to execute any contracts. DCH will announce its selection on the DCH Website or as otherwise determined by DCH when there is an executed contract between DCH and the Offeror(s). DCH will notify the Offeror(s) not selected to contract.

7. Appeal of Vendor Selection

The method of Invitation is not subject to protest as this is an exempt process. However, an Offeror may appeal the selection of vendor(s) consistent with the process described herein. The appeal must be submitted in writing to the Commissioner of DCH within seven (7) business days, excluding State holidays, of DCH's announced selection. The written appeal shall include the following information:

- Name, address, email, and telephone number of the Offeror;
- Title and signature of an Officer of the Offeror;
- Detailed statement of the factual grounds of the appeal including copies of all relevant documents; and,
- Form of relief requested.

The selected vendor(s) will be notified in writing of a submitted appeal.

The Commissioner, in his or her discretion, may consider additional information as he or she deems necessary. The Commissioner shall either confirm the vendor selection or develop and implement an appropriate remedy if it is determined that a vendor selection does not comply with applicable statutes and regulations, or with the policies described herein. When developing an appropriate remedy, the Commissioner may consider the information presented by the appealing Offeror, relevant records maintained during the process, other information deemed appropriate in the Commissioner's discretion, and the following:

- the seriousness of the deficiency;
- the degree of prejudice to other interested parties or to the integrity of the process;
- the good faith of the parties;
- the extent to which performance has been completed by the vendor(s);
- costs of the proposed relief to the State;

- the urgency of the vendor selection; and
- the impact of the remedy on DCH's mission.

The decision of the Commissioner is final.

By submitting proposals in response to an Invitation, the Offerors acknowledge, agree, and understand that implementation activities will continue upon DCH's announced selection of the vendor(s). Accordingly, implementation activities will continue during any period of appeal and such activities during any appeal phase will continue at the successful vendor(s)' risk. At the determination of DCH, the contract(s) may be terminated in the event of a successful appeal and DCH may execute a contract(s) with other qualified vendor(s) in order to ensure coverage for the SHBP client population.

8. Lifespan of the Invitation

The Invitation for Proposal remains active for a period of no more than one hundred eighty (180) days of the deadline submission of proposals. Should a selected vendor default, be otherwise determined incapable of rendering services, or have the contract terminated as a result of an appeal, DCH reserves the right to return to the Invitation or otherwise select and contract with a vendor.