



**REQUEST FOR PROPOSALS #31786-00179
AMENDMENT #THREE
FOR VOLUNTARY, FULLY INSURED DENTAL
HEALTH MAINTENANCE ORGANIZATION – PREPAID
PROVIDER DENTAL INSURANCE PROGRAM**

DATE: November 22, 2024

RFP #31786-00179 IS AMENDED AS FOLLOWS:

- This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.**

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 23, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	September 27, 2024
3. Pre-response Conference	1:00 p.m.	October 3, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 4, 2024
5. Written "Questions & Comments" Deadline *NOTE: Submit written questions and comments on Appendix 7.15 the written questions and comments template.	2:00 p.m.	October 11, 2024
6. State Response to Written "Questions & Comments"		November 5, 2024
7. Written "Questions & Comments" Deadline ROUND 2 *NOTE: Vendors may submit no more than ten (10) questions to the State in the 2nd round of Written Questions and Comments		November 12, 2024
8. State Response to Written "Questions & Comments" Round 2		November 22, 2024
9. Response Deadline	2:00 p.m.	December 10, 2024
10. State Completion of Technical Response Evaluations		January 17, 2025
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 20, 2025
12. Negotiations	4:30 p.m.	January 24-29, 2025
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	February 27, 2025

14. End of Protest Period		March 6, 2025
15. State sends contract to Contractor for signature		March 7, 2025
16. Contractor Signature Deadline	2:00 p.m.	March 14, 2025

2. Add RFP Question A.11 in its entirety and renumber any subsequent sections as necessary (any sentence or paragraph containing revised or new text is highlighted).

	A.11	Provide a written attestation that if awarded the contract the Respondent shall not use information gained through this Contract, including but not limited to utilization and pricing information, in marketing or expanding non-State business relationships or for any pecuniary gain.	
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3. Add RFP Question A.12 in its entirety and renumber any subsequent sections as necessary (any sentence or paragraph containing revised or new text is highlighted).

	A.12	Submit a written confirmation that ALL examples and illustrations that the Respondent includes in its Technical Proposal constitute an offer to provide the same such service or product in Tennessee for the premiums that the Respondent bids in its Cost Proposal UNLESS the Respondent prominently explicitly states in bolded, capital letters beside each separate, excepted example that “THIS SPECIFIC EXAMPLE IS FOR ILLUSTRATION PURPOSES ONLY AND WILL NOT BE PROVIDED TO THE STATE UNDER THIS CONTRACT FOR THE ALL-INCLUSIVE PREMIUMS BID IN THIS RFP.”	
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4. Delete pro forma contract Section A.4.f in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted). Renumber any subsequent sections as necessary.

- f. The State shall perform an account satisfaction survey of the Contractor’s performance annually during the Term to determine the State’s satisfaction with the ongoing account team. Results shall be shared with the Contractor including the identification of any deficiencies. **Unless otherwise approved in Writing by the State,** the Contractor shall respond In Writing within fifteen (15) days of receiving the results with a corrective action plan as necessary to remedy any identified deficiencies.

5. Delete pro forma contract Section A.11.e in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted). Renumber any subsequent sections as necessary.

- e. The Contractor shall respond to all inquiries In Writing from the State within two (2) Business Days after receipt of said inquiry. In cases where additional information to answer the State’s inquiry is required, the Contractor shall notify the State within one (1) Business Days as to when the response can be furnished to the State. For matters designated as urgent by the State, the Contractor shall provide a response to the State **within four (4) hours during normal business hours on the same business day.** During non-business hours, the Contractor shall provide a response to urgent matters to the State **within twenty-four (24) hours on the next business day.** Staff members, from the applicable business unit, with final decision-making authority shall provide

responses. Said responses may be communicated through the account manager.

6. **Delete *pro forma* contract Section D.24 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted).** Renumber any subsequent sections as necessary.

D.24. Force Majeure. "Force Majeure Event" means **pandemic/epidemic**, fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

7. **Delete RFP #31786-00179 Release #3 in its entirety, and replace with RFP #31786-00179, Release #4.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
8. **RFP Amendment Effective Date**. The revisions set forth herein shall be effective upon release. All the terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.