

**SUPREME COURT OF LOUISIANA  
400 ROYAL STREET, SUITE 1190  
NEW ORLEANS, LA 70130-8101**

**DENTAL INSURANCE  
REQUEST FOR PROPOSALS**

**I. PURPOSE**

The Supreme Court of Louisiana invites qualified insurers to submit proposals for making available to employees of the Court a comprehensive dental insurance program. All questions relative to this RFP should be directed to Terence Sims, Deputy Judicial Administrator, at the address listed above. The telephone number and e-mail address of Mr. Sims is (504) 310-2583 and [tsims@lajao.org](mailto:tsims@lajao.org).

**II. DEADLINE FOR THE SUBMISSION OF PROPOSALS**

All proposals must be **received**, either by mail or by hand delivery, no later than 5:00 p.m. on Friday, January 28, 2005. An original and ten (10) copies of the proposal shall be submitted. Any proposals which are received after this deadline will not be considered. All envelopes containing a proposal must bear the name of the entity making a proposal, and must have the following clearly written or typed on the face of the envelope: "Proposal for Dental Insurance".

**III. BACKGROUND**

The Supreme Court of Louisiana is a state court of last resort with its principal offices located in the Parish of Orleans, State of Louisiana. The Court presently employs approximately 185 full-time employees. While a large majority of Court employees are housed in the 400 Royal Street Courthouse or in other New Orleans locations, a minority of Court employees (perhaps 10%) staff offices in Baton Rouge, Thibodeaux, Marksville, Winnsboro, and Shreveport.

Dental insurance has not previously been offered to Court employees. The Court plans on sharing the cost of dental insurance premiums with its employees on a 50%-50% basis. Employee contributions will be collected via payroll deductions. While participation in the chosen dental insurance plan is not mandatory, it is estimated that at least 75% of

eligible employees will choose to participate. This estimation of participation by Court employees does not constitute a guarantee of employee participation; the actual participation rate by Court employees may be lower.

#### **IV. SCOPE OF SERVICES**

The Supreme Court of Louisiana wishes to enter into an agreement with the selected insurer to make available to employees of the Court, and their families, a comprehensive dental insurance program. The successful insurer shall have a certificate of authority to transact health insurance in the State of Louisiana.

In order to achieve this goal, the selected insurer should provide the services outlined in this section.

##### **A. Dental Benefits.**

The insurer should offer:

1. Diagnostic and preventative dental services.
2. Basic dental services, including oral surgery, restorative services, endodontics services, and periodontic services.
3. Major dental services, including crowns, bridgework, and dentures.
4. Elective orthodontics coverage. The insurer should also offer an optional orthodontics rider in which Court employees may elect to procure orthodontics coverage. The cost of the optional rider will be shared between the electing employee and the Court. (It is estimated that 20-30% of eligible employees will elect to procure orthodontics coverage.) The Court specifically reserves the right to reject this coverage in the event the cost of providing this benefit is prohibitive.
5. The dental benefits offered should include coverage for employees and their families, as applicable.

##### **B. Plan Administration.**

Administration of the dental plan should include:

1. A provision for an account representative who is knowledgeable about all aspects of the dental insurance plan, and who is accessible by phone

or e-mail during regular working hours to address emergency and non-emergency issues posed by the Court or its employees.

2. Provisions for providing dental services efficiently and responsibly to personnel of the Supreme Court of Louisiana.
3. Providing a network of dentists and dental specialists that are geographically accessible to employees of the Court, including employees who are located in outlying Court offices.
4. Provisions for efficiently administering dental insurance claims.
5. Maintaining quality performance and evaluation standards for those who provide dental services.

**C. Customer Service.**

Customer service should include:

1. Providing a toll-free number that is available at least eight hours per day to employees of the Court who wish to speak with a knowledgeable customer service representative regarding specific details of the dental insurance program, claims, or the identification of dental service providers.
2. Providing support services to assist employees in understanding and using their benefits.
3. Providing consistently prompt, courteous and knowledgeable responses to customer service requests posed by employees.

**V. CONTENTS OF THE PROPOSAL**

The RFP should include the information outlined in this section.

**A. Operations and Services.**

1. Describe with specificity how the insurer plans to provide comprehensive dental coverage to Court employees, which is the primary goal of this RFP.

2. Describe with specificity the dental services that would be offered, any deductible amounts, co-pay percentages, pre-existing condition limitations, waiting periods, participating dentists, exclusions from coverage, and other relevant features of the dental insurance plan.
3. Provide a plan of operation to achieve the objectives set forth in Section IV, Scope of Services, specifically responding to each paragraph and subparagraph.
4. Provide representative communication and insurance materials, including, if applicable, a handbook, a sample application form, pre-authorization/pre-certification form, insurance card, schedule of benefits, program information, and provider directory.

**B. Financial Proposal.**

The proposer should:

1. Specifically describe the monthly and annual cost of dental insurance premiums for the estimated two-year term of the contract.
  - (a) The premium costs should include rate quotes for the following classifications:
    - (1) Employee only;
    - (2) Employee and spouse;
    - (3) Employee and dependent(s); and
    - (4) Family.
2. Include a five-year history of premiums the insurer has charged similarly situated clients.
3. Demonstrate the ability to monitor and control future dental insurance costs.
4. Propose a methodology for determining subsequent premium rate changes.

**C. Insurer Information; Personnel; References.**

The proposer should:

1. Provide the name(s) of the person(s) who will be authorized to make representations for the insurer, their titles, physical and e-mail addresses, and telephone and fax numbers.
2. Provide a brief history of the insurer, its organizational structure, financial strength and stability, types of clients, location and address of the office that will administer the program, existing customer satisfaction, and experience in providing and administering similar dental insurance programs.
3. Provide contact and other information on those individuals who would be assigned to work with the Court, including a description of their experience in providing dental and related administrative services to clients.
4. Provide as references a list of at least three (3) of the insurer's clients that are comparable to the Court, including the length of service of each account. The client reference(s) should include the name of a contact person, his/her title, physical and e-mail addresses, and telephone numbers. The Court may contact these clients. The Court specifically reserves the right to contact other persons or entities who can provide a reference related to the insurer's current or past performance.
5. Provide evidence of the insurer's authority to transact health insurance in Louisiana.

**D. Contractual Arrangements.**

Provide any form or contract the Court may be requested to sign.

**VI. EVALUATION OF PROPOSALS**

The Supreme Court of Louisiana, with staff assistance, will evaluate all proposals on the basis of the following criteria:

1. The comprehensiveness and scope of the dental benefits offered by the insurer in relation to the cost of the benefits (30%)
2. The insurer's financial strength and stability, its history of providing dental services, its qualifications to provide dental services, the quality of dental service providers, the extent to which the proposal complies with this RFP, and the parameters of any form or contract the Court may be asked to sign (20%)

3. Customer satisfaction with the insurer, as evidenced by information provided by the proposer, contacts with references and other clients of the insurer (20%)
4. Other aspects of the insurer’s financial proposal, including the five-year history of premiums, and the insurer’s proposal for controlling costs (10%)
5. The comprehensiveness, thoroughness, and effectiveness of the proposers’ plan for administering the dental program, in accordance with Section IV(B) of this proposal (10%)
6. The ability of the proposer to provide prompt assistance and comprehensive customer service, in accordance with Section IV(C) of this proposal (10%)

Each proposal shall be scored on a 100 point scale. Each criterion will be evaluated pursuant to the following rating scale:

<u>Rating</u>	<u>Score</u>
Outstanding	10
Superior	9
Excellent	8
Very Good	7
Good	6
Adequate	5
Weak	4
Poor	3
Very Poor	2
Inadequate	1
Not adequate	0

For those criterion that have a value of greater than 10%, the rated score will be multiplied by the percentage that the criterion bears to 100 in order to calculate the score for that criterion. For example, a proposer whose score on criterion 1 is rated a “5” will receive a score of 15 for that criterion (5x 3).

**VII. SCHEDULE OF EVENTS**

**A. Procurement Schedule.**

The following is a brief schedule for this RFP, specifying the important dates and milestones:

Issue date of RFP:	December 16, 2004
Deadline for written or e-mailed questions	January 5, 2005
Deadline for receipt of proposals	January 28, 2005
Tentative term of contract	April 1, 2005 through March 31, 2007

**B. Issuance of RFP and Questions.**

The issuing office for this RFP is:

The Supreme Court of Louisiana  
Office of the Judicial Administrator  
400 Royal Street, Suite 1190  
New Orleans, Louisiana 70130-8101  
Attention: Terence Sims, Deputy Judicial Administrator  
Telephone: (504) 310-2583  
Facsimile: (504) 310-2580  
E-mail: [tsims@lajao.org](mailto:tsims@lajao.org)

Any questions concerning this RFP must be directed to Mr. Terence Sims and not to any other person at the Court. Questions should be written or e-mailed to Mr. Sims so that they are received no later than January 5, 2005. The Court is under no obligation to respond to such inquiries, but may choose to do so, either orally or in written form. The Court, in its discretion, may choose to post some or all of the questions and answers on its website.

**C. Oral or Written Discussions.**

1. If there is more than one qualified proposer, written or oral discussions may be conducted with at least three, or two if there are only two, of the most qualified proposers. The Court will schedule a time and place for the oral or written discussions. Each proposer should be prepared to discuss and substantiate any of the areas of the RFP it submitted, its own qualifications for the services requested and any other area of inquiry relative to its proposal.
2. The Supreme Court reserves the right to enter into an agreement without further discussion of the proposals submitted based on the initial offers received. Written or oral discussions may be conducted to enhance the Court's understanding of any or all of the proposals

submitted. Substantive changes to proposals will not be allowed during these discussions.

## **VIII. COURT DISCRETION: TERM OF INITIAL AGREEMENT**

The Supreme Court of Louisiana specifically reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel this request for proposals, when such action is in the Court's best interests.

Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Supreme Court of Louisiana and its employees, costs and other factors considered. All contracts are subject to the availability of funds.

If a contract is to be awarded, it will be for a term of two years, commencing on or about April 1, 2005 and terminating on or about March 31, 2007.

The Court reserves the right to extend the initial contract for such mutually beneficial additional term(s) as may be negotiated.

## **IX. PUBLIC NATURE OF PROPOSAL AND PROSPECTIVE CONTRACT; EXCEPTIONS**

All proposals submitted in response to this request for proposals, and any contract which might ultimately be agreed upon, will be open to public inspection by any interested person, firm or corporation. Trade secrets or other proprietary information submitted by an insurer as part of its RFP may not be subject to public disclosure, provided the insurer specifies the relevant law supporting its request for confidentiality. However, the insurer must invoke the protections of this section prior to or upon submission of its proposal, must identify the specific data or other materials to be protected, and must state the reasons why protection is necessary. Any aspect of the proposal which addresses the cost of dental services will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of this legend:

*"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or*



*privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Supreme Court shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Supreme Court's right to use or disclose data obtained from any source, including the proposer, without restriction."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or any other person seeks review or copies of another proposer's confidential data, the Court will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Court and hold the Court harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Court to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Court harmless, the Court may disclose the information.

The Supreme Court reserves the right to make any proposal, including proprietary information contained therein, available to court personnel and other state agencies, employees, or organizations for the purpose of assisting the Court in its evaluation of the proposals.

## **X. CHANGES, ADDENDA, WITHDRAWALS**

The Supreme Court reserves the right to change the calendar of events or issue addenda to the RFP at any time. The Court also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the deadline for proposal submission.

## **XI. COST OF OFFER PREPARATION**

The Supreme Court is not liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing the proposal, and any other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the Court.

## **XII. AUDIT OF RECORDS**

The State Legislative Auditor or other auditors so designated by the Court shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State or Federal law. Records shall be made available during normal working hours for this purpose.

## **XIII. RECORD RETENTION**

The successful proposer shall maintain all records relating to any contract which is agreed upon for a period of at least five (5) years.