

**UPDATED 12/12/2025**



**SAN FRANCISCO  
HEALTH SERVICE SYSTEM**

Affordable, Quality Benefits & Well-Being

**REQUEST FOR PROPOSALS (RFP) FOR  
Active Self-Funded Dental PPO Plan for Plan Year 2027**

**(RFPQHSS2025.B2)**

**CONTACT:** [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and  
[mike.clarke@aon.com](mailto:mike.clarke@aon.com)

**Purpose of this RFP:** The San Francisco Health Service System (SFHSS) is issuing this Request for Proposal (RFP) to enter into an agreement with a qualified carrier to provide a comprehensive nationwide Dental PPO plan (ASO-PPO).

**Active Dental PPO Enrollment Summary (as of December 9, 2025):**

- Total Enrolled Active Dental PPO Population = 70,956 (Employees and Dependents)
- Total Eligible Active Population = 78,386 (Employees and Dependents)

Detailed census and experience data will be provided to qualified prospective RFP respondents following execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 3.1 and available at <https://sfhss.org/RFPs>).

**Announcement, Implementation, Open Enrollment, and Coverage Start Dates:** The selected carrier will be announced following the Health Service Board (HSB) Meeting on May 14<sup>th</sup>, 2026. The selected carrier will provide a detailed implementation plan as part of this RFP based on the announcement date. SFHSS Open Enrollment occurs in October 2026, with coverage beginning January 1, 2027.

**Anticipated Term of Agreement:** Plan effective January 1, 2027<sup>1</sup> – December 31, 2027, with options to extend the agreement up to a maximum term of ten (10) years through

<sup>1</sup> On-site work be required for October 2026 (PY2027) Open Enrollment by the Selected Respondent, which may require an written agreement be in place, if the contract is not fully executed. Additionally, Selected Respondent will initiate and support implementation, in accordance with the schedule issued within this RFP, unless otherwise agreed to in writing by SFHSS.

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the SFHSS annual renewal process (see Annual Rates and Benefits Cycle, available at <https://sfhss.org/board-annual-rates-and-benefits-cycle>).

**Implementation / Transition Period (est.):** May 2026 – December 2026

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**RFP Questions and Communications:** To ensure fair and equal access to RFP information, all communications must be communicated to SFHSS via email to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

Unauthorized communications may result in disqualification and rejection of Proposal. Questions must be emailed by the Deadline for RFP Questions (Sec.5.3). No questions will be accepted after the Deadline for RFP Questions, with the exception of questions regarding Approved City Supplier status.

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**Requirement to be an Approved Supplier:** All Respondents to this RFP must certify to become an Approved Supplier by July 1, 2026 or within ten (10) days of award or selection by SFHSS, whichever is later. This includes completing an Equal Benefits Declaration.<sup>2</sup>

Respondents to this RFP should review the Approved Supplier and Equal Benefits Program prior to bidding as this process may take several weeks:  
<https://sfcitypartner.sfgov.org/pages/index.aspx>.

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#### **Schedule – Key Dates and Deadlines**

▪ RFP Background and Instructions Issued	12/09/2025
▪ Completion of Mutual Confidentiality and Nondisclosure Agreement (MCA)	12/09/2025 – 12/19/2025
▪ Notice of Intent to Bid	1/09/2025
▪ <b><u>Phase 1: Quantitative (Financial) Evaluation (Eligibility and Data)</u></b>	<b>December 2025 – January 2026</b>
○ Deadline for Financial Questions	12/19/2026 (11:00 AM, PT)
○ <b>Deadline for Financial Proposals</b>	<b>1/09/2026 (11:00 AM, PT)</b>
○ Notification of Respondents Eligible for Phase 2	January 26 – 28, 2026

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<sup>2</sup> More information on the City’s Equal Benefits Program is available at <https://www.sf.gov/equal-benefits-program>.

<ul style="list-style-type: none"> <li>▪ <b><u>Phase 2: Qualitative (Non-Financial) Evaluation and Oral Interviews</u></b> <ul style="list-style-type: none"> <li>○ Deadline for Non-Financial Questions</li> <li>○ <b>Deadline for Non-Financial Proposals</b></li> <li>○ Requests for Clarifications</li> <li>○ Notification of Oral Interviews</li> <li>○ Oral Interviews (Sec. 6.3)</li> </ul> </li> </ul>	<b>February 2026 – April 2026</b>
	2/ <del>01</del> <b>02</b> /2026 (11:00 AM, PT)
	<b>2/20/2026 (11:00 AM, PT)</b>
	2/23/2026 – 3/06/2026
	3/16/2026 – 3/20/2026
	4/06/2026 – 4/17/2026
<ul style="list-style-type: none"> <li>▪ Presentation of the Results of the RFP to the Health Service Board</li> </ul>	May 2026
<ul style="list-style-type: none"> <li>▪ Implementation Period Start Date</li> </ul>	June 2026
<ul style="list-style-type: none"> <li>▪ Open Enrollment</li> </ul>	October 2026
<ul style="list-style-type: none"> <li>▪ Coverage Begins</li> </ul>	January 1, 2027

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# 1. INTRODUCTION

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## 1.1 **Overview.**

The San Francisco Health Service System (SFHSS) seeks proposals from qualified and approved insurance carriers for a Dental PPO (ASO-PPO) plan for eligible active employees and their dependents, with services beginning January 1, 2027. The vendor should have significant experience working with large and/or public sector employers and diverse employee populations.

## 1.2 **The San Francisco Health Service System (SFHSS).**

### **1.2.1 The San Francisco Health Service System.**

SFHSS executes all process phases related to benefit operations and administration of non-pension benefits (including health, dental and vision) for over 139,000 individuals pursuant to the City and County of San Francisco Charter sections 12.200-12.203 and A8.420-A8.432, and San Francisco Administrative Code sections 16.700-16.703. These individuals include both active and retired employees from the City's four (4) employer groups and their eligible dependents (collectively, "Members").

SFHSS is dedicated to providing outstanding high-quality and sustainable employee benefits to preserve and enhance the well-being of City employees, while adhering to the highest standards of service and support for our Members. For additional information, please reference the SFHSS Strategic Plan for 2023-2025 at <https://sfhss.org/resource/sfhss-strategic-plan-2023-2025>.

### **1.2.2 SFHSS Health Service Board.**

The Health Service Board (HSB) is the governing and policy-making body of the San Francisco Health Service System (SFHSS). The HSB supports SFHSS's mission to preserve and improve sustainable, quality health benefits and to enhance the well-being of members and their families. HSB duties and responsibilities are detailed on the SFHSS website at <https://sfhss.org/health-service-board>.

Throughout the year, SFHSS reports to the HSB on the status of benefit contracts under SFHSS jurisdiction. At the Regular Meeting of the HSB on November 13, 2025, SFHSS presented for discussion its intent to issue a competitive bid for dental coverage. The agenda, presentation materials, transcript and video recording of this meeting are available at <https://sfhss.org/board-meeting/2025-11-13t210000>.

### **1.2.3 City And County of San Francisco.**

SFHSS is one of approximately 130 entities, including departments, commissions and other miscellaneous agencies within the City. The City is organized as a mayor-council system with an executive mayor, elected by the voting public, and a separately elected legislative city council, the San Francisco Board of Supervisors (BoS). Certain department heads are elected by the voters, e.g., City Attorney, and Treasurer/Tax Collector; others are appointed by the Mayor and confirmed by the Board of Supervisors, e.g., Controller; while others, including the Executive Director of the San Francisco Health Service System, are appointed by the commission assigned with the authority and oversight of that department and its functions.

### **1.2.4 SFHSS Annual Renewal Process.**

Each year, SFHSS conducts an annual renewal process for all benefits. This process allows SFHSS to create consistency in how we communicate and validate our expectations for the upcoming plan year (beginning January 1st) and the Open Enrollment period (a fixed annual enrollment period held in October of the prior year). The annual renewal process also allows SFHSS to adjust benefits in response to new regulatory requirements, prior year(s) plan experience, City policies, benefit design strategies developed by SFHSS and our industry partners, Health Service Board policies, and legislative changes.

The Selected Respondent, as a result of this RFP, agrees to be an active participant in the SFHSS annual renewal process each year, including timely delivery of renewal responses, materials and follow-ups to requests, and well-prepared meetings and materials for SFHSS, the Health Service Board, the SFHSS actuary and consultants, and City/employee stakeholders (<https://sfhss.org/board-annual-rates-and-benefits-cycle>).

### **1.2.5 Health Service System Trust Fund (“Trust”).**

The Trust operates as a pay-as-you-go system meaning that payments for current Member benefits come from current payments into the Trust. Outside the reserves already discussed, the Trust does not maintain funds for future benefits or asset building.

A stabilization reserve has been established to manage volatility. The stabilization reserve distributes Member claims experience gains or losses into the following year’s premium calculation in a balanced manner to reduce year-to-year premium changes. The Health Service Board’s Rate Stabilization Policy requires an annual determination of the financial gain or loss over a calendar year for each self-funded SFHSS plan. The difference between the expected and actual plan costs for the just-completed plan year is added to the existing stabilization reserve balance and, under the policy, is amortized over a three-year rating period. The Health Service Board’s Self-Funded Plans’ Stabilization Policy is also known as the Funding Policy. The Trust is audited annually by an independent auditor for

the accuracy of financial statements and appropriateness of accounting policies. Please see <https://sfhss.org/board-policies-and-reference-documents>.

For additional Board Policies and Reference Documents, please see: <https://sfhss.org/board-policies-and-reference-documents>.

### 1.3 **SFHSS Dental Plans for Active Employees and their Dependents.**

SFHSS administers dental plans for active employees and dependents of the City and County of San Francisco, Superior Court of San Francisco and San Francisco County Transportation Authority, as well as retirees from all employers. SFHSS offers eligible active employees the opportunity to enroll themselves and eligible family members in the following dental plans:

Plan	Type	Carrier
PPO	Self-Insured	Delta Dental of California
DHMO	Fully-insured	DeltaCare USA
	Fully-insured	United Healthcare Dental

See the following SFHSS websites and microsites for more details:

- Delta Dental PPO: <https://sfhss.org/delta-dental-ppo>
- DeltaCare USA DHMO: <https://sfhss.org/deltacare-usa-dhmo>
- United Healthcare Dental DHMO: <https://sfhss.org/unitedhealthcare-dental-dhmo>

### 1.4 **Employee Premium Contribution.**

Active employees of these employers pay the following monthly contributions for the Dental PPO plan through SFHSS:

Employer	Contribution Amount
City and County of San Francisco (CCSF)	<ul style="list-style-type: none"><li>▪ \$5 for Employee Only tier</li><li>▪ \$10 for Employee +1</li><li>▪ \$15 for Employee +2 or more</li></ul>
San Francisco Superior Court	<ul style="list-style-type: none"><li>▪ \$0 for Employee Only tier</li><li>▪ \$0 for Employee +1</li><li>▪ \$0 for Employee +2 or more</li></ul>
San Francisco Transportation Authority	<ul style="list-style-type: none"><li>▪ \$0 for Employee Only tier</li><li>▪ \$0 for Employee +1</li><li>▪ \$0 for Employee +2 or more</li></ul>

### **1.5 Appendix A (Standard Agreement).**

Appendix A (Standard Agreement) contains the general form and content of the contract SFHSS anticipates using for the agreement with the Respondent selected as a result of this RFP. A Respondent's Proposal will serve as the basis for negotiations with a Selected Respondent. If Respondent fails to identify an objection to any particular term or condition, the term or condition will be deemed agreed to by Respondent. SFHSS reserves the right to discuss any Respondent proposed change to terms or conditions and to clarify and supplement such proposal. Proposed changes to any particular term or condition of the Standard Agreement will be used to determine the responsiveness of Respondent's Proposal (Minimum Qualifications (Section 3). Proposals that are contingent upon SFHSS and the City making substantial changes to the material terms and specifications published in the RFP may be disqualified. SFHSS will consider the number and nature of the terms and conditions Respondent is objecting to in determining the likelihood of completing an agreement with Respondent if selected. SFHSS reserves the right to add or delete language from Appendix A (Standard Agreement) when preparing the final form of the agreement with a Selected Respondent(s).

Responses which do not either indicate acceptance or redline proposed changes, or if a Respondent rejects most or all Standard Agreement provisions outright, shall be deemed non-responsive.

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## 2. SCOPE OF SERVICES

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This scope of work is a guide to the benefits and services SFHSS expects to be provided by the Respondent selected as a result of this RFP. It is not a complete listing of all services that may be required. Prospective Respondents must respond to the RFP Questionnaire for the full scope of required services, benefits and benefit structures.

The Questionnaire, as well as enrollment data, will be provided following execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 4.1).

### 2.1 **Current (Incumbent) Dental PPO Plan Carrier and Design.**

The City's self-funded Dental PPO (ASO-PPO) plan for active employees and their dependents is currently administered by Delta Dental of California (or "Delta Dental").<sup>3</sup> The Dental PPO plan is comprised of three (3) options for selecting a dental provider, and each option provides coverage for the same types of services, but at different cost levels:

1. PPO dentists
2. Premier dentists
3. Out-of-Network Dental dentists

In addition to these options, the Dental PPO plan offers expanded coverage through the SmileWay Wellness Benefits program for employees and/or their covered family member(s) who have been diagnosed with certain chronic medical conditions.

More information on the Dental PPO plan is available at <https://sfhss.org/delta-dental-ppo>.

#### 2.1.1 **History of Dental PPO Plan (ASO-PPO) Rates (PY2021 – PY2026)**

For a recent history of current in-scope benefits and a summary of past rating actions, please see the following:

- A. April 10, 2025 HSB Regular Board Meeting: <https://sfhss.org/board-meeting/2025-04-10t200000>
- B. April 11, 2024 HSB Regular Board Meeting: <https://sfhss.org/board-meeting/2024-04-11t200000>
- C. March 23, 2023 HSB Meeting: <https://sfhss.org/board-meeting/2023-03-23t200000#tab-30955>
- D. May 12, 2022 Regular Board Meeting: <https://sfhss.org/board-meeting/2022-05-12t200000>

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<sup>3</sup> More information on the Dental PPO plan is available at <https://sfhss.org/delta-dental-ppo#tab-33734>.



- E. May 13, 2021 Regular Virtual Board Meeting: <https://sfhss.org/board-meeting/2021-05-13t200000>
- F. May 14, 2020 Regular (Virtual) Board Meeting: <https://sfhss.org/board-meeting/2020-05-14t200000>

## 2.2 In-Scope Benefits, Populations, and Enrollment.

For plan year 2025, over 37,000 active employees had the option to enroll in dental benefits through SFHSS. Among this population, over eighty percent (80%) enrolled in the Dental PPO plan (ASO-PPO). While only the Dental PPO plan (ASO-PPO) is within the scope of this RFP, employees who either elected one of the two offered DHMO plans, or waived coverage, may elect to enroll in a new/different SFHSS plan during the next Open Enrollment period or change their existing plan election after a Qualifying Life Event (QLE).

		2023	2024	2025 <sup>4</sup>
Plan	Enrollee Type	Count	Count	Count
<b>In-Scope Dental Plan</b>				
<b>PPO</b>	Employees	30,299	31,085	31,520
	Dependents	38,813	39,410	39,436
	<i>Subtotal</i>	69,112	70,495	70,956
<b>Out-of Scope Dental Plans</b>				
<b>DHMO</b>	Employees	1,404	1,600	3,417
	Dependents	935	999	747
	<i>Subtotal</i>	2,339	2,599	4,164
<b>Waived Coverage</b>				
<b>Waived</b>	Employees	1,668	1,914	2,628
	Dependents	456	504	638
	<i>Subtotal</i>	2,124	2,418	3,266
<b>Total Active Population</b>				
<b>Total Enrolled and Waived</b>		<b>73,575</b>	<b>75,512</b>	<b>78,386</b>

<sup>4</sup> Data current as of December 2025.

Prospective Respondents to this RFP shall be provided more detailed census and experience data upon execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 4.1 below).

## 2.3 **Implementation and Annual Renewal.**

### 2.3.1 **Post-Award Deadlines.**

The following Table 1 highlights key SFHSS deadlines post-award.

***Table 1: Key Post-Award Deadlines***

Date	Description
▪ June 2026	Implementation Period Start Date (in accordance with required implementation plan from selected Respondent)
▪ August 1, 2026	Benefits Materials Due: <ul style="list-style-type: none"> <li>○ <i>Insurance certificates and policies</i></li> <li>○ <i>Marketing documents</i></li> </ul>
▪ October 2026	Open Enrollment for Plan Year 2027
▪ January 1, 2027	Coverage begins

### 2.3.2 **Implementation Plan.**

Respondents will provide an implementation plan and schedule in accordance with Table 2 (Benefit Vendor Annual Renewal Timeline).

***Table 2: Benefit Vendor Annual Renewal Timeline***

Task	Start	Finish
1. Rates and Benefits Negotiated, Presented, Reviewed with SFHSS	December	June
2. Health Service Board Review and Approval of Rates and Benefits	March	June
3. Vendor Benefit Materials (review and confirmation) <sup>5</sup>	June	September

<sup>5</sup> SFHSS vendors prepare and submit benefit materials (Summary of Benefits and Coverage, Summary of Plan Description, Summary of Benefits, etc.) to SFHSS for review and approval by the third Monday in August. During the following six to seven weeks, SFHSS works in close collaboration with all benefit vendors to ensure all plan materials are finalized prior to Open Enrollment (October).

**Table 2: Benefit Vendor Annual Renewal Timeline**

Task		Start	Finish
4.	San Francisco Board of Supervisors Approval of Rates and Benefits	July	
5.	SFHSS Actuary Sends Out Confirmation Letters to Benefit Vendors	July	August
6.	Open Enrollment Communications (creation, review, release) <sup>6</sup>	July	October
7.	Open Enrollment Packets Mailed by SFHSS to Members	September	
8.	On-Site, Off-Site, and/or Virtual Open Enrollment Events <sup>7</sup>	October	
9.	Next Plan Year Confirmation Letters Mailed to Members <sup>8</sup>	November	
10.	Open Enrollment Eligibility Files	November	December
11.	Start of New Plan Year	January	

### **2.3.3 Annual Renewal.**

SFHSS expects the Selected Respondent to be active participants in SFHSS annual renewal activities between February and July of each year as described in this section, including timely delivery of renewal responses, materials and follow-ups to requests, and well-prepared meetings and materials for SFHSS, the Health Service Board, the SFHSS actuary and consultants, and City/employee stakeholders.

### **2.3.4 Renewal Request Letter.**

In December of each year, SFHSS, in collaboration with our actuary and consultant, will prepare a detailed renewal request letter for the plan year beginning the following January. The letter details proposed financial and non-financial changes for the plan year, including,

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<sup>6</sup> The process of creating, editing, reviewing and obtaining vendor feedback, and ultimately releasing Open Enrollment communication materials (both in print and electronic form) to Members begins in July for Open Enrollment and the following plan year. Design, proofing, printing and mailing is a collaborative process with defined deadlines.

<sup>7</sup> Benefit vendors support on-site, off-site and virtual Open Enrollment events by providing representatives, presentations and collateral to Members. This real-time support by vendors for Open Enrollment, coupled with benefit materials, online resources, and the Member Services Division, allow SFHSS to inform Members of the all the benefit options available to them for the upcoming plan year.

<sup>8</sup> The process for preparing, reviewing and mailing benefit confirmation letters to Members begins on the last day of Open Enrollment. Letters are mailed the final week of November.

as applicable to a given partnership, clinical, non-clinical, data reporting, and performance metrics.

#### **2.3.5 Renewal Response Due.**

A detailed renewal response will be due to SFHSS in January of each year unless otherwise determined by SFHSS. The renewal response must itemize all proposed changes and clear underlying rationales for each.

#### **2.3.6 Follow-up Responses Due.**

SFHSS may request a follow-up to any proposed change(s) to be discussed at subsequent meeting(s), held either in person, via web conference or a combination thereof.

### **2.4 Plan Year 2027 Rates and Benefits**

#### **2.4.1 Health Service Board Review and Approval of Rates and Benefits.**

SFHSS and the SFHSS actuary Aon, with the support of benefit vendors, plans and carriers, present all proposed 2027 rates and benefits to the Health Service Board between February and June of 2026.

#### **2.4.2 San Francisco Board of Supervisors Approval of Rates and Benefits.**

SFHSS submits the rates and benefits for review and approval by the Board of Supervisors following approval by the Health Service Board. No benefit or rate is deemed final and accepted until approved by the Board of Supervisors.

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### **3. MINIMUM QUALIFICATIONS**

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#### **3.1 Minimum Qualifications to Bid**

SFHSS is interested in contracting with experienced and qualified bidders to serve our active employees and their eligible dependents. In order to qualify for this RFP, bidders must attest they meet the following qualifications.

**3.1.1** Respondent must offer a self-funded (ASO) PPO administrative model for SFHSS active population.

**3.1.2** Respondent must replicate SFHSS's current three-tier network PPO structure and benefit design without reductions.

**3.1.3** Respondent accepts the City's disallowance of the use of an imprest account, and/or debiting (drawing from) City-controlled bank accounts for any purpose, including but not limited to claims payment.

**3.1.4** Respondent must administer only a Maximum Allowable Charge (MAC) and/or Maximum Plan Allowance (MPA) methodology for out-of-network (OON) claims and confirm ability to provide sample repricing, data source disclosure, and stated update frequency at least annually.

**3.1.5** Respondent agrees to prohibit the practice and/or application of secondary negotiated "shared savings" fees on out-of-network (OON) repricing and practices to bill above the Maximum Allowable Charge (MAC).

**3.1.6** Respondent agrees to update their provider directory at least weekly and maintain processes to correct inaccuracies within ten (10) business days of verification.

**3.1.7** Respondent must update Maximum Allowable Charge (MAC) and/or Maximum Plan Allowance (MPA) fee schedules at least annually and disclose the timing of any update to SFHSS.

**3.1.8** Respondent has submitted a completed Questionnaire with all required benefits and services, and all required forms, evidence of minimum qualifications, redlines and certificates provided.

**3.1.9** Respondent possesses a financial rating equivalent to A3 or better (Moody's) or A- or better (S&P, Fitch, AM Best) at the time of proposal submission.

**3.1.10** Respondent has a Certificate of Registration as an Administrator with the California Department of Insurance (CDI) or California Department of Managed Health Care (DMHC) and is in good-standing with the State of California (and the State in which it is organized to do business) and qualified to administer the benefits and provide the Services in this RFP to clients within the State of California.

**3.1.11** Respondent has submitted a redline of the Standard Agreement.

**3.1.12** Respondent will become an Approved City Supplier by July 1, 2026.

**3.1.13** Respondent agrees to be registered with Paymode-X by July 1, 2026.

**3.1.14** Respondent will maintain compliance with all applicable federal and state regulations that apply to the plans quoted in accordance with the Appendix A (Standard Agreement), Section 11.10 (Compliance and Laws).

**3.1.15** The Respondent will maintain the levels of insurance set forth in Appendix A (Standard Agreement), Section 5 (Insurance and Indemnity) to cover the services provided. Per Standard Agreement Section 5, certificates of insurance (COI) will be due prior to execution.

**3.1.16** Respondent will require any and all subcontractors and network providers to maintain sufficient levels of corporate/general liability insurance, including medical malpractice coverage, to cover the services provided to the Plan including as required under Section 5.15 (f) of Appendix A (Standard Agreement).

**3.1.17** Respondent has eight (8) or more clients in excess of 10,000 lives under administration for Dental PPO benefits, with at least two (2) being public sector entities within the past two (2) years.

**3.1.18** Respondent will provide on-site support and resources to assist SFHSS in the administration of the benefits and services. These duties are expected to include, but not be limited to, (i) assisting SFHSS and employees with understanding coverage and benefit features and with claims; (ii) supporting annual enrollment needs such as benefit fairs, enrollment meetings, and trainings as they relate to the benefits and services; (iii) responding to employee and/or Member communications regarding claims; (iv) answering employee and enrolled Member questions regarding benefits and services; and (v) responding to dental coverage policy questions.

**3.1.19** Respondent agrees to accept the City's existing preferred eligibility layout.

**3.1.20** Respondent acknowledges SFHSS is system-of-record for eligibility; carrier systems must reconcile to SFHSS feeds.

**3.1.21** Respondent agrees to monitor and notify SFHSS of changes affecting benefits and propose compliance updates.

**3.1.22** Respondent will complete the Health Care Accountability Ordinance (HCAO) and Minimum Compensation Ordinance (MCO) Declarations and submit the completed forms with their Proposals.

### **3.2 Confirmation of Minimum Qualifications to Bid**

Respondents must meet all Minimum Qualifications to Bid (Section 3.1) at the time their Quantitative Proposal is submitted to SFHSS. If Respondent's proposal and Questionnaire responses are insufficient to establish the Minimum Qualifications to Bid, SFHSS, in its sole discretion, may contact Respondent and request documents demonstrating how Respondent meets one or more Minimum Qualification to Bid, including any regulatory eligibility requirements necessary to participate in the RFP.

Pursuant to Section 5 (Submission of Proposals), if it is determined that Respondent does not meet the Minimum Qualifications to Bid, Respondent's Proposal will be deemed non-responsive and there will be no further review, either by SFHSS, Aon, or the Evaluation Panel. However, SFHSS reserves the right, in its sole discretion, to waive minor administrative irregularities. See also 7.7.1 (Protest of Non-Responsive Determination of Failure to Meet Minimum Qualifications).

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## 4. RESPONSE REQUIREMENTS

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### 4.1 **Mutual Confidentiality and Non-Disclosure Agreement.**

Respondents must execute a Mutual Confidentiality and Non-Disclosure Agreement (or “MCA”) to gain access to the Questionnaire and Census and Experience data. The MCA is available at <https://sfhss.org/RFPs> under the heading for this RFP.

Each MCA designates a single Authorized Representative to speak on behalf of the Respondent for all matters relating to the RFP. SFHSS will not recognize any other persons as representing Respondent during the RFP unless written directions, from an authorized legal representative for Respondent, is received twenty-four (24) hours in advance via email to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

Upon review of the MCA by counsel, Respondent must provide an undated and unsigned version that includes the Authorized Representative’s full name, title, and e-mail (MCA, Section 8) and signatory information to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

The MCA will then be executed through DocuSign (issued by SFHSS through the City and County of San Francisco DocuSign account). If the signature of Respondent’s counsel or another authorized representative is required for the MCA, Respondent should include that individuals information via email to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

### 4.2 **Notice of Intent to Bid**

Respondents must submit a signed Notice of Intent to Bid by or before **January 9, 2026** via e-mail to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com). The template is available at <https://sfhss.org/RFPs> under the heading for this RFP.

### 4.3 **Non-Collusion Statement**

By responding to this RFP, Respondent implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to this RFP or forgoing the submission of a response to this RFP and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Department participated directly or indirectly in the Contractor's proposal preparation.



#### **4.4 Access to Claims and Experience Data.**

Once Respondents execute an MCA (Section 4.1), Respondent's Authorized Representative will receive an email with instructions on logging into a secure site containing the Questionnaires, Census and SFHSS Experience data, and City Agreement and Business Associate Agreement.<sup>9</sup>

Bidders may request access for up to two (2) team members to access the site. All RFP communications related to accessing the secure site must include [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

#### **4.5 Proposal Components: Two-Phase Evaluation**

By submitting a Proposal, a Respondent, if selected by SFHSS as a result of this RFP, shall be held to all statements therein as well as any statements made during a Respondent's Oral Interview. Selected Respondent Proposal may be made a part of any agreement resulting from this RFP.

The submission of a Respondent's proposal will occur in two (2) phases:

##### **4.5.1 Phase 1 – Quantitative Evaluation (Financial Proposal).**

Proposals shall include the Proposer's best terms and conditions. Submission of proposal(s) shall constitute a firm and fixed offer that will remain open and valid for a minimum of 120 days from the proposal submission deadline. There will be no opportunity provided to improve upon your pricing position nor any content of your RFP response.

##### **4.5.2 Phase 2 – Qualitative Evaluation (Non-Financial Proposal).**

Please complete the Dental Services proposal questionnaire provided in the RFP and include it with your RFP proposal. Make sure that you enter information into ALL cells designated for responses. If the question does not apply, enter "N/A" into the cell. Do NOT leave empty cells. Do NOT add columns, rows, or cells to the questionnaire format. The questionnaire is not to be adjusted by adding or deleting rows or columns. Cells are not to be inserted, deleted, or merged.

If you have any questions regarding this form, contact [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com). Failure to comply with these instructions will result in the Respondent being non-compliant. We request that responses and comments in the questionnaire be brief, to the point, and not exceed 100 words. The Respondent's Authorized Representative is to ensure all Respondent team members responding to the RFP are aware of these requirements.

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<sup>9</sup> Experience Data includes dental claims and experience data for the current SFHSS Active Dental PPO population.

#### **4.6 Proposal Structure**

Each proposal shall contain only relevant information that is specific to this RFP and the specific questions and requests contained herein and in the Questionnaire. While there is no intent to limit the content of any Proposal, a Respondent must emphasize simple, straightforward and concise statements that satisfy the requirements of the RFP, and clearly identify applicable subsection or question. Respondents accept that superfluous information may be disregarded.

SFHSS may contact references listed for verification purposes only and only if deemed necessary by SFHSS prior to selection of the highest ranked respondent. References will not be contacted by the RFP Evaluation Panel.

#### **4.7 Limitation to Relevant Information**

Each proposal shall contain only relevant information that is specific to this RFP. While SFHSS has no intent to limit the content of any proposal, a Respondent must emphasize simple, straightforward, and concise statements that satisfy the requirements of the RFP, and in particular, the Questionnaires. Respondents accept that superfluous information, including, but not limited to, sales or marketing information, may be disregarded.

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## 5. SUBMISSION OF PROPOSALS

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### 5.1 Deadline for Proposals

#### 5.1.1 Quantitative (Financial) Proposals.

Proposals [Questionnaire and Implementation Plan] must be received no later **than January 9, 2026 at 11:00 AM (PT)** (“**Deadline for Quantitative Proposals**”) via email to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

#### 5.1.2 Deadline for Qualitative (Non-Financial) Proposals.

Proposals [Questionnaire and Implementation Plan] must be received no later **than February 20, 2026 at 11:00 AM (PT)** (“**Deadline for Qualitative Proposals**”) via email to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

### 5.2 Submission Format.

Submission of a Proposal shall be considered an electronic signature of the person authorized to obligate your company to the scope, terms, specifications, and pricing contained in the Proposal (Section 4.1).

Proposals must be transmitted via email to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com). Proposals submitted by other means, including U.S. Postal Service or common carrier, by personal messenger, or to any other email addresses than those specified here will not be accepted.

**Late submissions will not be considered.** SFHSS recommends emailing your proposal at least two (2) hours prior to the deadline and/or sending a second email requesting confirmation of receipt without any attachments.

Electronic submissions which exceed 20MB will be rejected by City email servers. If your submission is close to or may exceed 20MB, notify SFHSS via email at [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com) no less than 72 hours prior to the respective Deadline for Proposals (Section 5.1). Upon timely notification, SFHSS will provide an alternative submission method.

Respondents must submit the Proposal Components in the following format:

Proposal Component or Pre-Proposal Requirement	Format
Questions / Requests for Clarifications	Word (.docx) or Adobe PDF
Non-Financial / Financial Questionnaires	Excel (.xlsx)
Agreement and Business Associate Agreement	Word (.docx) or Adobe PDF

### **5.3 RFP Questions and Requests for Clarification.**

#### **5.3.1 Deadline for Quantitative (Financial) Questions**

Respondents shall submit any Quantitative (Financial) questions regarding the RFP in writing by **December 19, 2025 at 11:00 AM (PT) (Deadline for Financial Questions)**. Questions must be delivered by e-mail to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

SFHSS will publish answers to all submitted questions on a rolling basis and by or before **5:00 PM (PT) January 2, 2026** on the SFHSS RFP webpage: <https://sfhss.org/RFPs>.

#### **5.3.2 Deadline for Qualitative (Non-Financial) Questions**

Respondents shall submit any Qualitative (Non-Financial) questions regarding the RFP in writing by **January-February 22, 2026 at 11:00 AM (PT) (Deadline for Non-Financial Questions)**. Questions must be delivered by e-mail to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

SFHSS will publish answers to all submitted questions on a rolling basis and by or before **5:00 PM (PT) February 6, 2026** on the SFHSS RFP webpage: <https://sfhss.org/RFPs>.

**5.3.3** Respondents must provide specific information to enable SFHSS to identify and respond to each question. At its discretion, SFHSS may contact a Respondent to seek clarification regarding a question.

SFHSS reserves the right to extend and/or offer additional question and answer periods and make such opportunities available to all Respondents.

Any Respondent that fails to report a known or suspected problem with the RFP or fails to seek clarification or correction of the RFP, shall submit a proposal at its own risk.

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## 6. EVALUATION CRITERIA

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This section describes the guidelines used for analyzing and evaluating Responses. SFHSS intends to select a Respondent that provides the best overall qualifications, inclusive of fees, rates and/or premium considerations.

### 6.1 Proposal Deadline and Review of Minimum Qualifications.

SFHSS will determine, upon receipt of Proposals, in its sole discretion, whether Respondents have met the Minimum Qualifications to Bid (Sec. 3.1). Should SFHSS require additional information from any Respondent to confirm Minimum Qualifications, SFHSS will notify Respondent within five (5) working days of receipt of Proposal. Respondent will then have five (5) working days to submit additional information to SFHSS.

If it is determined that Respondent does not meet the Minimum Qualifications, Respondent's Proposal will be deemed non-responsive and there will be no further review, either by SFHSS or the Evaluation Panel. However, SFHSS reserves the right, in its sole discretion, to waive minor administrative irregularities.

### 6.2 Evaluation Panel

If Respondent meets all deadlines (Section 5), and meets the Minimum Qualifications to Bid (Sec. 3.1), as determined by SFHSS, SFHSS will submit the Questionnaires to an SFHSS-selected panel for evaluation (the "Evaluation Panel").

The Evaluation Panel will review each minimally qualified and responsive Proposal. Collaborative evaluation of Proposals will only be permitted so long as all members of the Evaluation Panel are present in person, by phone, by video conference, or a combination thereof ("Evaluation Panel Discussions").

Financial components of the Proposals shall be reviewed and scored by the SFHSS lead actuary and subject-matter experts and provided to the Evaluation Panel.

The evaluation criteria will be as follows:

Scoring Section(s)	Phase 1 Maximum Points	Phase 2 Maximum Points	Overall Maximum Points
1. Financial (Claims and Fees)	25	0	25
2. Network Strength and Access, Stability, and Pricing Methodology	14	11	25
3. Claims Administration and Performance Guarantees	0	15	15
4. Member Service and Digital Tools	0	5	5

Scoring Section(s)	Phase 1 Maximum Points	Phase 2 Maximum Points	Overall Maximum Points
5. Reporting and Analytics	2	6	8
6. Implementation and Account Management	0	12	12
7. Oral Interview	0	10	10
<b>Total</b>			<b>100</b>

The identities of the Evaluation Panel, participating members SFHSS, and any subject-matter experts (SMEs) will remain confidential throughout the RFP process, with the exception of Oral Interviews whereby members of the Evaluation Panel and any observers to the RFP process may be identified in person, via telephone, Webex or video conference, or upon conclusion of the RFP, whereby the names of the members of the Evaluation Panel will be available with their submitted scores.

### **6.3 Oral Interviews.**

At SFHSS's sole discretion, following the review, evaluation and scoring of the Phase 2 proposals, SFHSS may invite at minimum the top three (3) Prospective Respondents to an oral interview before the Evaluation Panel (Oral Interviews). SFHSS reserves the right to invite more than the top (3) respondents.

**6.3.1** If conducted by SFHSS, Oral Interviews will be held via Microsoft Teams video web conferencing platform and will be recorded by SFHSS. Recordings will be subject to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.249 (e)).

**6.3.2** If conducted, Oral Interviews will take place on or about **April 6 – April 17, 2026** between the hours of 8:00 AM and 5:00 PM (PT). Dates may be subject to change.

**6.3.3** SFHSS strongly recommends that all Prospective Respondents hold April 6 – April 17, 2026 for Oral Interview should Respondent be selected within the top Respondents, following the questionnaire review and scoring. Selected top Prospective Respondents will include proposed account management lead, executive account lead and subject-matter experts.

**6.3.4** At its sole discretion, SFHSS may provide the exact oral interview questions and/or the subject-areas for the oral interview Questions to Respondents in advance of the Oral Interviews.

**6.3.5** All Respondents will be asked the same questions during the oral interview and provided the same amount of time to respond to each question. Time limits will be strictly enforced by SFHSS.

**6.3.6** SFHSS will specify the requested personnel/roles and responsibilities from Respondents' teams that will be allowed to participate in the Oral Interviews.

**6.3.7** SFHSS reserves the right to select and recommend the highest-ranking Respondent(s) without conducting Oral Interviews.

**6.3.8** In lieu of or in addition to Oral Interviews, SFHSS may conduct a written request for clarifications.

#### **6.4 Final Ranking and Scoring Announcement**

SFHSS will announce its final ranking and scoring following review by the Evaluation Panel and/or following the Oral Interviews via email to each Respondent's Authorized Representative and publicly to the HSB on May 14<sup>th</sup>, 2026 (date subject to change).

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## **7. PROPOSAL PROVISIONS, TERMS, AND CONDITIONS**

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### **7.1 Disposition of Proposals, Public Disclosure and Confidentiality.**

Upon opening, all Proposals in response to the RFP shall become the exclusive property of SFHSS and may be subject to public disclosure pursuant to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.24(e)).

In accordance with San Francisco Sunshine Ordinance, contracts, bids, responses to requests for proposals, Proposals, and all other records of communications between the Health Service Board, the officers and employees of SFHSS, members of the Evaluation Panel, and persons or firms seeking contracts, including but not limited to respondents, prospective bidders, and incumbent providers of in-scope services, shall be open to inspection immediately after a contract has been awarded.

Nothing in this Request for Proposals requires the disclosure of the net worth of a private person or organization or other proprietary financial data submitted for qualification for a contract or other benefit until, and unless, that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

### **7.2 Confidentiality.**

If a Respondent believes that any portion of its Proposal is exempt from public disclosure under the San Francisco Sunshine Ordinance or applicable California Public Records law, such portion may be marked “CONFIDENTIAL”. SFHSS and the Health Service Board may deny public disclosure of any portions so designated and will work with Respondent to preserve the confidentiality of documents. The submittal of a Proposal with portions marked CONFIDENTIAL shall constitute the Respondent’s agreement, in consideration for SFHSS’ willingness to receive such response, to reimburse SFHSS for, and to indemnify, defend, and hold harmless SFHSS, the Health Service Board, the City and County of San Francisco, its officers, fiduciaries, employees, and agents from and against:

**7.2.1** Any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to SFHSS’ nondisclosure of any such designated portions of a Proposal; and

**7.2.2** Any and all Claims arising from or relating to SFHSS’ public disclosure of any such designated portions of a Proposal if disclosure is deemed required by law or by court order.

### **7.3 Approval by the Health Service Board**



Be advised, for any Respondent recommended by SFHSS and presented to the San Francisco Health Service Board (Board) for approval, pursuant to the Board's Governance Manual, such recommendation will appear on a publicly posted agenda for a public meeting of the Board, and any response or approval will be in the public record. That presentation to the Board will be held on or about Thursday, May 14, 2026 with a subsequent meeting on Thursday, June 11, 2026, if required.

#### **7.4 Approval of Rates by the Board of Supervisors**

Be advised, following approval by the Health Service Board, rates and a summary of the selected plan and benefits will appear on a publicly posted agenda for a public meeting of the San Francisco Board of Supervisors, and any response or approval will be in the public record.

#### **7.5 Contract Negotiation.**

Following the announcement of the final ranking and approval by the HSB and BoS, SFHSS will commence contract negotiations with the highest-ranked Respondent. If SFHSS is unable to negotiate a satisfactory contract with the highest-ranked Respondent within a reasonable time, as determined by SFHSS, or if the highest-ranked Respondent deviates materially from the terms of the RFP or its Proposal, SFHSS, in its sole discretion, may terminate negotiations with the highest-ranked Respondent and begin contract negotiations with the next highest ranked Respondent.

#### **7.6 Other Terms and Conditions.**

The selection of a Respondent for contract negotiations shall not imply acceptance by SFHSS of all terms of the response, which may be subject to further negotiation and approvals before SFHSS may be legally bound thereby.

##### **7.6.1 Approved City Supplier.**

The selected Respondent agrees to become an approved city supplier **by or before July 1, 2026 or within (10) days of award**, whichever is later. Respondent can submit a Proposal without having a SF City Supplier ID (<https://sfgov.org/oca/Qualify-Do-Business>).

SFHSS strongly advises that RFP respondents begin this process prior to submitting their non-financial proposal (see below) in response to this RFP as this process may take several weeks.

##### **7.6.2 Appendix A (Standard Agreement).**

Respondents agree to meet the applicable terms of the City-approved service agreement (Appendix A). If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent, then the City/SFHSS may, in its sole discretion, terminate negotiations and begin contract negotiations with any other remaining Respondents, or

reissue a subsequent RFP, a Request for Quote, a Request for Qualifications, or present the Back-up Renewal Process for Self-Funded Dental PPO Benefits to the HSB.

### **7.6.3 Conflict of Interest.**

SFHSS cautions Respondents that the California Government Code Section 1090 conflict of interest prohibition pertaining to public officials and government employees has been interpreted to prohibit Contractors (including RFP Respondents, vendors and suppliers) from being financially interested in any contract that they help create. It is the sole responsibility of each Respondent, and their employees / contractors, to determine whether such a conflict of interest exists or may exist.

Respondent, and Respondent's employees and contractors, will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III (Conduct of Government Officials and Employees), Chapter 2 (Conflict of Interest and Other Prohibited Activities) of City's Campaign and Governmental Conduct Code, including the amendments as a result of Proposition D (<https://sfethics.org/ethics/2024/06/what-will-proposition-d-do.html>), Section 1.126 of the San Francisco Campaign and Governmental Conduct Code (Behest Payments) and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California.

Respondent, and Respondent's employees and contractors will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such potential conflicts during the term of the Agreement. Individuals who will perform work for SFHSS on behalf of Respondent might be deemed Contractors under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Respondent that the City has selected Respondent.

### **7.6.4 Requests for Clarification.**

At any time during the Proposal evaluation process, SFHSS may require a Respondent to provide a written clarification regarding its Proposal. Nonetheless, SFHSS reserves the right to make an award without further clarifications of Proposals received.

### **7.6.5 Contract Delay Contingency.**

In the event the implementation date under an agreement resulting from this RFP is delayed until a later year for any reason, the parties shall make a good faith effort to maintain the contractual relationship and to amend the applicable agreement as necessary to address the delay. In this event, SFHSS also reserves the right to terminate the applicable agreement at its sole discretion.

### **7.6.6 Cancellation.**

Should Respondent wish to cancel, revise, or rescind its Proposal, a written letter so stating must be received by SFHSS via email [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com) before the Deadline for Proposals (Section 5.1).

Should respondent wish to revise a Proposal, the revised Proposal must be received before the Deadline for Proposals. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Deadline for Proposals for any Respondent.

#### **7.6.7 Validity of Response.**

Any Proposal must remain valid for a period of not less than one hundred and twenty (120) days from the date of submission. This includes services, rates/premiums/fess/other pricing, as applicable, as well as the proposed Account Management, Account Executive.

#### **7.6.8 Expenses.**

There is no expressed or implied obligation for SFHSS to reimburse any Respondent for expenses incurred in responding to the RFP. SFHSS reserves the right to retain all submitted questions and responses to the RFP and use any information or ideas contained therein.

#### **7.6.9 Authorized Communications.**

Respondent will direct all communications, in writing, via email, to [william.kudenov@sfgov.org](mailto:william.kudenov@sfgov.org), [patrick.chang@sfgov.org](mailto:patrick.chang@sfgov.org), and [mike.clarke@aon.com](mailto:mike.clarke@aon.com).

#### **7.6.10 Unauthorized Communications.**

Respondents are precluded from contacting other SFHSS staff, members of the Health Service Board, members of the Evaluation Panel, or any partners or consultants of SFHSS, including but not limited to other City employees, representatives, or officials, regarding the RFP.

Respondents are precluded from issuing news releases, social media postings, media releases, or other similar public releases of information regarding the RFP or the contents herein without prior written approval from SFHSS are prohibited.

Failure to adhere to the prohibition on unapproved communications may result is disqualification from the RFP and/or rejection of Proposal.

#### **7.6.11 Rejection of Proposal.**

SFHSS reserves the right to consider as acceptable only those Proposals submitted in compliance with all the requirements set forth in this RFP and the Questionnaire, and which demonstrate an understanding of the Scope of Services (Section 2). At its sole

discretion, SFHSS reserves the right to reject any Response for reasons including, but not limited to:

- A. Collusion among two or more Respondents (including, but not limited to, Respondent's employees, consultants, officers, partners or subcontractors)
- B. Conflicts of interest;
- C. Submission of a conditional or incomplete Proposal;
- D. Failure to respond in the format required, both in content and sequence;
- E. Failure to submit the response by the specified deadline;
- F. Failure to answer any question in this RFP;
- G. Failure to meet a qualification or requirement;
- H. False or misleading statements;
- I. Non-responsive Proposal(s);
- J. Proposals submitted by a non-responsible Proposer; and/or
- K. Any other reason which, in SFHSS' opinion, the response or Proposal fails to meet the conditions and requirements of this RFP.

#### **7.6.12 No Offer to Contract.**

Issuance of this RFP in no way constitutes a commitment by SFHSS, the HSB, or the City, to award a contract. Acceptance of a Proposal neither commits SFHSS to award a contract to any Respondent, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. SFHSS reserves the right to contract with a Respondent for reasons other than lowest price.

#### **7.6.13 Commissions.**

No commissions will be paid, and none may to be included in any Proposal. No designation of Broker of Record (BOR) will be issued to any Prospective Respondent to procure a quotation from a health insurance entity. No override payment, volume bonuses or other indirect payments of any kind to agents or third parties are allowed in connection with this RFP.

#### **7.6.14 Consent to Reassign Personnel.**

If selected by SFHSS, Respondent shall not reassign personnel assigned to the contract during the term of the contract without prior notification to SFHSS, including Account Executive, Account Manager and key staff identified by Respondent in its Proposal. If personnel are unable to perform duties due to illness, resignation, or other factors beyond Respondent's control, Respondent shall make every reasonable effort to provide suitable Substitute Personnel for review and approval by SFHSS.

#### **7.6.15 Substitute Personnel.**

If selected by SFHSS, Respondent shall coordinate with SFHSS regarding the selection of Substitute Personnel including from the personnel identified within the Respondent's RFP response, but not limited to in-person interviews with proposed Substitute Personnel.

#### **7.6.16 Removal of Personnel.**

SFHSS reserves the right to request personnel be removed from performing any services upon written notice from SFHSS including, but not limited to, for actual or perceived conflict(s) of interest. If any personnel are removed, Substitute Personnel shall be assigned.

#### **7.6.17 Objections to the RFP Terms.**

Should Respondent object on any ground to any provision or legal requirement set forth in this RFP, Respondent must, at least ten (10) calendar days before the Deadline for Proposals (Section 5.1), provide written notice to SFHSS setting forth with specificity the grounds for the objection(s). The failure of a Respondent to object within the time allowed, and in the manner set forth in this paragraph, shall constitute a complete and irrevocable waiver of any such objection(s).

#### **7.6.18 Reservations of Rights by the City.**

The issuance of this RFP does not constitute an agreement by SFHSS, the HSB, the BOS, or the City to enter into any contract. SFHSS expressly reserves the right at any time to:

- A. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- B. Reject any or all Proposals;
- C. Reissue a Request for Proposals, Request for Qualifications or similar procurement;
- D. Prior to submission Deadline for Proposals (Section 5.1), modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
- E. Procure any services specified in this RFP by any other means; or
- F. Determine that no contract will be pursued.

#### **7.6.19 Local Business Enterprise.**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP. For more information, please go to the Contract Monitoring Division (CMD)

webpage at <http://sfgov.org/cmd/>. The 10% Micro-LBE and Small-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than \$10 Million. Micro-LBEs and Small-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted. The 2% SBA-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than \$20 Million. However, the 2% rating bonus for SBA-LBEs shall not be applied if it would adversely affect a Micro-LBE or Small-LBE. SBA-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted. LBE firms must submit Form 2A with their proposal to be considered for the ratings bonus. See [https://media.api.sf.gov/documents/CMD\\_Attachment\\_2\\_-\\_11.01.25\\_Fillable.pdf](https://media.api.sf.gov/documents/CMD_Attachment_2_-_11.01.25_Fillable.pdf)<http://sfgov.org/cmd/file/371> (pages ~~10 and 11~~ to 13).

## **7.7 Protest Procedures**

### **7.7.1 Protest of Non-Responsiveness Determination or Failure to Meet Minimum Qualifications.**

Within five (5) working days of SFHSS' issuance of a notice of non-responsiveness, any Respondent that has submitted a Proposal and believes that SFHSS has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the fifth (5th) working day following SFHSS' issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by Respondent's Authorized Representative or another individual authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

### **7.7.2 Protest of Ranking, Scoring, Awarding of Oral Interview, Recommendation to HSB, or Contract Award.**

Within five (5) working days of notice of final ranking, including awarding of an Oral Interview, any Respondent that has submitted a responsive Proposal and believes that SFHSS has incorrectly ranked the Respondents, may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the fifth (5th) working day after notice of final ranking. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

### **7.7.3 Delivery of Protests.**

Respondents are responsible for delivery to, and confirm receipt by, SFHSS of any protest by the deadlines specified in Section 7.7 (Protest Procedures). If a protest is mailed, the protesting Respondent bears the risk of non-delivery within the deadlines specified herein.

Protests must be delivered via email with delivery receipt requested to:

*Michael Visconti*  
*Contracts Administration Manager*  
*San Francisco Health Service System*  
[michael.visconti@sfgov.org](mailto:michael.visconti@sfgov.org)

With mandatory copies sent to (cc:): [rey.guillen@sfgov.org](mailto:rey.guillen@sfgov.org),  
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## RFP Appendix A – Standard Agreement

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See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (<https://sfhss.org/RFPs>) under **Active Self-Funded Dental PPO Request for Proposal for Plan Year 2027 (RFPQHSS2025.B2)**.

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## **RFP Appendix B – Business Associate Agreement**

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See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (<https://sfhss.org/RFPs>) under **Active Self-Funded Dental PPO Request for Proposal for Plan Year 2027 (RFPQHSS2025.B2)**.

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