

Memorandum



Date: July 23, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Amended
Agenda Item No. 8(O)(1)(E)

From: George M. Burgess
County Manager

Resolution No. R-1049-09

Subject: Recommendation to Approve a Contract with Delta Dental Insurance Company for Indemnity Employee Group Dental Insurance; Reject all Proposals Received Under RFP No. 673: Employee Group Dental Insurance Program for the Prepaid Plans; and Extend for One-Year the Contracts with Compbenefits Corporation R#1049-09

This item is being substituted to modify the recommendation to award the employee group insurance indemnity plan to Delta Dental Insurance. We continue to recommend rejection of all proposals received for prepaid plans and request authorization to extend the contracts with Compbenefits for one year.

Recommendation:

It is recommended that the Board approve the attached contract with Delta Dental Insurance Company for the provision of an indemnity plan for employee group dental insurance for a term of three years with three, one year options to renew. Because all responses submitted for the pre-paid plans were deemed non-responsive by the County Attorney's Office, it is further recommended that contract with Compbenefits Corporation for the two current pre-paid plans be extended for one year at the current rates, providing an opportunity to re-solicit proposals for up to two pre-paid plans.

Background:

The County issued Request for Proposals (RFP) No. 673 for the provision of a multi-option, fully-insured dental benefits program which allowed for selection of one provider for an indemnity plan and up to two providers for prepaid plans. The Program offers employees and retirees of Miami-Dade County, Public Health Trust/Jackson Health System, Industrial Development Authority, Miami-Dade Expressway Authority, and the Town of Miami Lakes with competitive rates, professional plan administration and the flexibility to select from a host of participating dental providers. A total of 15 proposals were submitted in response to the solicitation: eight for the indemnity plan and seven for the prepaid plan. Upon initial review of the proposals, one indemnity plan proposal and five prepaid plan proposals were deemed non-responsive by the County Attorney's Office (CAO) (*opinions dated April 24, 2009 and May 4, 2009 attached*). The Evaluation/Selection Committee evaluated and ranked the remaining proposals. Subsequent to the Evaluation/Selection Committee's ranking, the two remaining prepaid proposal was deemed non-responsive by the CAO. Consequently, no viable proposals remained for prepaid plans.

The Evaluation/Selection Committee also evaluated the technical portion of the remaining indemnity proposals and moved the following firms forward to the price evaluation phase: Delta Dental Insurance Company, Dental Benefit Providers, Inc., Metropolitan Life Insurance Company, and United Concordia Insurance Company. Following the evaluation of the price proposals, the Evaluation/Selection Committee ranked the proposals and recommended that the County enter into negotiations with the highest ranked proposer, Metropolitan Life Insurance Company. Subsequent to this recommendation, the proposals from Metropolitan Life Insurance Company and United Concordia Insurance Company were deemed non-responsive by the County Attorney's Office (*opinion dated May 17, 2009 attached*). With the majority of the proposals received in response to the solicitation being non-responsive for varying reasons, the evaluation process was stopped to allow the County to consider its options and to assess the best approach for ensuring the Program is in place by Open Enrollment in the fall.

A recommendation to reject all proposals (indemnity and prepaid plan designs) was presented to the Budget, Planning and Sustainability Committee at the June 9, 2009 meeting. Of the 15 proposals submitted, all seven pre-paid were deemed non-responsive, leaving only three responsive indemnity proposals to be considered. I was extremely troubled by the reduced competition; clearly, a solicitation that resulted in so many non-responsive determinations has flaws. As a result, I recommended rejection of all proposals received in response to RFP No. 673 and an extension of the current agreements to continue the dental insurance coverage for one year. Rejecting proposals will allow staff time to re-evaluate the project and prepare the subsequent solicitation to include a re-designed procurement process that balances the County's requirements and the industry practice. This will enable the County to evaluate the services from a wider range of responsive proposers in order to achieve the best value.

At the June 9, 2009 Budget, Planning and Sustainability Committee meeting, the Committee deferred the County Manager's recommendation to reject all proposals and extend the current contracts. The Committee also directed the County Mayor or his designee to negotiate a contract with the highest responsive and responsible proposer for the indemnity plan, in accordance with the procurement process, that would come before the Committee on July 14, 2009.

In accordance with the solicitation process, the Evaluation/Selection Committee was convened to select a firm to recommend for negotiations. The Evaluation/Selection Committee recommended that the County enter into negotiations with the highest ranked firm, Dental Benefit Providers, Inc. When the Department of Procurement Management applied the Local Preference, it was noted that the scores for the two highest ranked firms were within five percent (5%) and that both firms claimed the preference. A local business must meet certain criteria to be afforded the preference, including having a valid Local Business Tax Receipt at least one year prior to proposal submission that is appropriate for the services to be purchased. After review of the Local Business Tax Receipts for both firms, it was noted that Dental Benefit Providers, Inc. did not provide a Local Business Tax Receipt in the firm's name. The Department of Procurement Management requested a legal opinion from the CAO on the Local Preference eligibility of both firms. The CAO opined that the highest ranked firm, Dental Benefit Providers, Inc., did not meet the Local Business Tax Receipt requirement and the second ranked firm, Delta Dental Insurance Company, did meet the eligibility requirement to receive the preference.

Section 2-8.5 of the Miami-Dade County Code states: "If, following the completion of final rankings (technical and price combined, if applicable) by the selection committee, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within five percent of the ranking obtained by the non-local proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code." Accordingly, the Evaluation/Selection Committee recommended that the County enter into negotiations with the second ranked firm, Delta Dental Insurance Company, in accordance with the Local Preference policy.

The negotiations with Delta Dental Insurance Company resulted in a contract with rates which are less than the current indemnity plan rates, equating to an estimated annual savings of \$1,001,555, depending upon enrollment. Additionally, the rates are guaranteed for the initial three plan years. The fourth and fifth plan year rates will be negotiated with a ceiling increase cap of seven percent (7%) each year.

The resulting contract also affords the County the same level of benefits as the County's current indemnity plan contract with the following tailored enhancements:

- 1) Coverage of resin composites for posterior teeth;

- 2) Coverage of two fluoride treatments per year up to age 19;
- 3) Coverage of sealants for children up to age 16; and
- 4) No "Missing Tooth Exclusion."

While the County reached an agreement with Delta Dental Insurance Company (Delta), I continue to be troubled by a process that resulted in 12 of 15 proposals submitted being deemed non-responsive. My concerns have nothing to do with Delta's ability to perform the service. By all accounts, they can capably administer the indemnity program and the contract does result in significant savings to the County and our employees. The limited competition, however, prevents us from knowing whether or not we have received the best value for the County.

CONTRACT AMOUNT: \$19.3 million per year depending upon enrollment (*\$14.1 million – Miami-Dade County, approximately \$7.1 million is paid by the County, and \$7 Million is paid by employees; and \$5.2 Million Public Health Trust/Jackson Health System and its employees.*)

If the County exercises the three, one-year options-to-renew, the total contract value will be \$115.8 million depending upon enrollment.

USING AGENCY AND FUNDING SOURCE:

The Program is managed by the General Services Administration. The County pays for the employee plan cost for the standard benefit through the Health Insurance Trust Fund. The employee pays the full cost for dependent coverage and the incremental cost for the enriched benefit. The retirees pay the full cost for their coverage.

VENDORS RECOMMENDED FOR AWARD:

| Vendor | Address | Principal |
|--------------------------------------------|-------------------------------------------------|----------------|
| Delta Dental Insurance Company (Non-local) | 1130 Sanctuary Parkway Suite 600 Alpharetta, GA | Gary D. Radine |

PERFORMANCE DATA: There are no known performance issues.

COMPLIANCE DATA: There are no known compliance issues.

VENDORS NOT RECOMMENDED FOR AWARD:

| Vendors - Indemnity Design |
|---------------------------------------------------------------------|
| Dental Benefit Providers, Inc. |
| Humana Dental Insurance Company |
| AETNA Life Insurance Company (Non Responsive) |
| Guardian Life Insurance Company of America, The (Non Responsive) |
| Metropolitan Life Insurance Company (Non Responsive) |

| |
|---------------------------------------------------------------|
| Standard Insurance Company <i>(Non Responsive)</i> |
| United Concordia Insurance Company <i>(Non Responsive)</i> |

| Vendors - Prepaid Plan Design |
|----------------------------------------------------------------------------|
| AETNA Life Insurance Company <i>(Non Responsive)</i> |
| Delta Dental Insurance Company <i>(Non Responsive)</i> |
| Dental Benefit Providers, Inc. <i>(Non Responsive)</i> |
| Guardian Life Insurance Company of America, The <i>(Non Responsive)</i> |
| Humana Dental Insurance Company <i>(Non Responsive)</i> |
| Metropolitan Life Insurance Company <i>(Non Responsive)</i> |
| Union Security Insurance Company <i>(Non Responsive)</i> |

CONTRACT MEASURES: The Review Committee of February 18, 2009 recommended no measures for this contract as the funding source includes employee contributions.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The 2% User Access Program provision is not included as this is an employee benefits contract.

LOCAL PREFERENCE: Applied in accordance with applicable ordinance which affected the outcome. The highest ranked firm did not meet the requirements for Local Preference. The second ranked firm has a local office, met the Local Preference requirements, and was within five percent of the scoring attained by the highest ranked firm. Accordingly, the County entered into negotiations with the second ranked firm which is the recommended vendor for award.

The application of the Local Preference legislation was reviewed and approved by the County Attorney's Office *(opinion attached hereto)*.

PROJECT MANAGER: Marsha Pascual, Division Director, General Services Administration

ESTIMATED CONTRACT
COMMENCEMENT DATE:

Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

DELEGATED AUTHORITY:

If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.



Director, General Services Administration

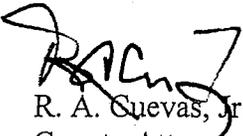


MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: July 23, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

Amended

SUBJECT: Agenda Item No. 8(O) (1) (E)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Veto _____

Override _____

RESOLUTION NO. R-1049-09

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH DELTA DENTAL INSURANCE COMPANY TO OBTAIN AN EMPLOYEE GROUP DENTAL INSURANCE PROGRAM INDEMNITY PLAN IN THE AMOUNT, BASED ON CURRENT ENROLLMENT, OF \$115.8 MILLION FOR THE INITIAL THREE YEAR TERM AND THE THREE ONE-YEAR OPTIONS TO RENEW; THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO REJECT REJECTION OF PREPAID PLAN DESIGN PROPOSALS RECEIVED FOR THE REQUEST FOR PROPOSALS TO OBTAIN EMPLOYEE GROUP DENTAL INSURANCE PROGRAM RFP NO. 673; AUTHORIZING A ONE-YEAR EXTENSION OF CONTRACT NOS. RFP421A AND RFP421B WITH COMPBENEFITS CORPORATION IN THE AMOUNT OF \$2.6 MILLION, BASED ON CURRENT ENROLLMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Delta Dental Insurance Company in the amount, based on current enrollment, of \$115.8 million for the initial three year term and the three one-year options to renew to provide Employee Group Dental Insurance Program Indemnity Plan; rejection of rejects the Prepaid Plan proposals received for the Request for Proposals No. 673 received for to obtain Employee Group Dental Insurance Program RFP No. 673;

authorizes a one-year extension of Contract Nos. RFP421A and RFP421B with CompBenefits Corporation in the amount of \$2.6 million, based on current enrollment, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein. The award to Delta Dental Insurance Company for the Employee Group Dental Insurance Program Indemnity Plan is contingent upon a hearing examiner hearing the bid protest filed by Metropolitan Life Insurance Co. and finding that the procurement process and the award to Delta Dental Insurance Company was not flawed or arbitrary. Should the hearing examiner find that the award or the process was flawed or arbitrary then this matter should be placed on the agenda for the September 1, 2009 meeting of the Board of County Commissioners for further consideration.

The foregoing resolution was offered by Commissioner **Natacha Seijas**, who moved its adoption. The motion was seconded by Commissioner **Sen. Javier D. Souto** and upon being put to a vote, the vote was as follows:

| | | | |
|----------------------|---------------------------------|--------------------|--------|
| | Dennis C. Moss, Chairman | aye | |
| | Jose "Pepe" Diaz, Vice-Chairman | aye | |
| Bruno A. Barreiro | aye | Audrey M. Edmonson | aye |
| Carlos A. Gimenez | absent | Sally A. Heyman | absent |
| Barbara J. Jordan | aye | Joe A. Martinez | absent |
| Dorrin D. Rolle | aye | Natacha Seijas | aye |
| Katy Sorenson | absent | Rebeca Sosa | absent |
| Sen. Javier D. Souto | aye | | |

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The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS



HARVEY RUVIN, CLERK

By: **DIANE COLLINS**

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "OR", written over a horizontal line.

Oren Rosenthal

7A

Memorandum



Date: April 24, 2009
To: Maria Carballeira
Procurement Contracting Officer
From: Oren Rosenthal
Assistant County Attorney
Subject: Responsiveness of Proposal – RFP 673 Employee Group Dental Insurance Program

You have asked this office if proposals from Guardian Life Insurance Company of America (“Guardian”), United Security Insurance Company (“United”), Delta Dental Insurance Company (“Delta Dental”), Humana Dental Insurance Company (“Humana Dental”) and Dental Benefit Providers Inc. (“Dental Benefit”) are responsive to RFP No. 673 Employee Group Dental Insurance Program (“RFP”). You ask if Guardian’s failure to sign their proposal and the other identified proposers submission of multiple proposals renders their proposals not responsive. For the reasons set forth below, we conclude that all five proposals are non-responsive to the RFP and DPM does not have the discretion to accept and evaluate the bids.

FACTS

We rely on the RFP and the information provided in your memorandum to this office dated April 1, 2009 and April 6, 2009 which are attached hereto.

You indicate that one bidder, Guardian, failed to submit a signed form B-1, Price Proposal Schedule, and did not provide a signed cover page or proposal bond to secure their proposal. A review of Guardian’s proposal reveals that this was likely caused by Guardian creating their own price proposal form which did not include the signature block rather than submitting a proposal on the County’s form.¹

You also indicate that four other proposers – United, Delta Dental, Humana Dental, and Delta Benefit – all submitted multiple proposals for the prepaid dental option of the RFP. Section 3.1 of the RFP provides that: “Proposer may submit only one proposal for each plan design...” and the RFP does not allow for the submission of multiple proposals for either of the requested plans.

DISCUSSION

Guardian’s proposal is not responsive because its failure to sign the bid form denies the County of any assurance that the proposal will be entered into if accepted by the County and would prevent the County from proceeding against proposer in the event that Guardian refuses to honor its proposal. *See Glatstien v. City of Miami*, 399 So.2d 1005 (Fla. 3d DCA), rev. denied, 407 So.2d 1102 (Fla. 1981) (a

¹ A cursory review of Guardian’s proposal reveals other significant irregularities with its proposal that are rendered moot by the instant finding that the proposal is not responsive and as such will not be addressed here.

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defect in a bid is not waivable if the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements). Generally, an unsigned proposal may be considered responsive if it "is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid (such as the submission of a bid guarantee or a letter signed by the bidder, with the bid, referring to and clearly identifying the bid itself)." 48 C.F.R. 14.405 (c)(1). Guardian's proposal did not include a cover letter and a bid bond was not required by the solicitation. Moreover, there is a notation on the cover page of the proposal that indicates "Proposal is being submitted on behalf of Vidal Lissarrague at American Assurant Underwrites, Inc." As such, there is no evidence of Guardian's intent to be bound to the proposal. This opinion is consistent with prior opinions from this office finding that failure to sign a proposal is a material defect rendering the proposal nonresponsive.

The other four proposers, United, Delta Dental, Humana Dental, and Delta Benefit, all included either "several versions," "options," or "alternatives" rather than submitting "only one proposal for each plan design" as required by the RFP. This variance renders these proposals not responsive.

In general, a proposal may be rejected or disregarded if there is a variance between the proposal and the advertisement. See *Robinson Electric Co. v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). Only when a variance is immaterial or "minor" is a bidder permitted to withdraw the variance. *Harry Pepper & Associates, Inc. v. City of Cape Coral*, 352 So.2d 1190, 1129 (Fla. 2d DCA 1977) ("a bidder cannot be permitted to change his bid after the bids have been opened, except to cure minor irregularities"). Proposers who propose impermissible exceptions to solicitations do so at the risk of those exceptions being deemed material to the proposal and having their proposals rejected as not responsive.

The determination of whether a variance or irregularity is minor is fact specific and may differ from solicitation to solicitation. Florida courts have used a two part test to determine if a specific noncompliance in a proposal constitutes a substantial and thus nonwaivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely effect competitive bidding by placing a proposer in a position of advantage over other proposers. See *Glatstien*, 399 So.2d 1005.

Here, the submission of multiple proposals would provide these four proposers with a material advantage not afforded the other proposers. By ignoring the requirements of the solicitation, these proposers are requesting the benefit of multiple evaluations in the hope that one of their plans will be evaluated as superior to the single plan submitted by the other conforming proposers. Such a result subverts the intent of the solicitation and provides these bidders with a material advantage that may not be cured after proposal submission. In addition, the submission of multiple proposals places the burden and cost of determining the proposer's best proposal on the County rather than on the proposer. While a solicitation may provide for this possibility, this solicitation did not.

Accordingly, all five proposals are not responsive.



Oren Rosenthal

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Memorandum



Date: April 3, 2009

To: Oren Rosenthal
Assistant County Attorney
County Attorney's Office

From: Maria Carballeira, CPPB
Procurement Contracting Officer
Department of Procurement Management

A handwritten signature in cursive script, appearing to read "M. Carballeira".

Subject: Request for Responsiveness Determination on RFP No. 673
Employee Group Dental Insurance Program

On April 1, 2009, proposals were received for the subject RFP and subsequently reviewed for responsiveness. One of the Proposers was The Guardian Life Insurance Company of America (Guardian). Upon review of Guardian's proposal, it was noted that Guardian failed to submit an Form A-1, Cover page of Proposal and did not sign the Form B-1, Price Proposal Schedule (copy attached hereto). Proposer did include a signed Performance Guarantee Worksheet with their original Proposal (copy attached hereto). Please advise whether the subject proposal is non-responsive.

If you have any questions, please contact me at (305) 375-3673. Thank you for your attention to this matter.

Attachments
Referenced Proposal

Memorandum



Date: April 6, 2009

To: Oren Rosenthal
Assistant County Attorney
County Attorney's Office

From: Maria Carballeira
Procurement Contracting Officer
Department of Procurement Management

Subject: Request for Responsiveness Determination on RFP No. 673
Employee Group Dental Insurance Program

On April 1, 2009, proposals were received for RFP No. 673 and subsequently reviewed. Pursuant to the Solicitation document, Section 3.1, Submittal Requirements, 2nd paragraph: "Proposer may submit only one proposal for each plan design (i.e., one for indemnity and one for prepaid)."

The following is a summary of the four Proposers, Union Security Insurance Company - Assurant, Delta Dental Insurance Company, Humana Dental Insurance Company, and Dental Benefit Providers, Inc. (proposals attached hereto and specific references labeled) that submitted more than one plan design within their Proposal.

1. ^{Union} ~~United~~ Security Insurance Company – Assurant (Pre-paid Design)

- ❖ ^{Union} ~~United~~ Security Insurance Company - Assurant states in their proposal cover page that they "are offering several versions of their Prepaid Dental plans to be considered. ~~United~~ ^{Union} Security Insurance Company also provided two (2) Dental Plan Comparison Worksheets entitled Option 1 and Option 2. Furthermore, ~~United~~ ^{Union} Security Insurance Company provided two (2) B-1 Form Price Schedules depicting different rates for Option 1 and Option 2.

2. Delta Dental Insurance Company – (Prepaid Design)

- ❖ Delta Dental Insurance Company states in their proposal cover page that they are "pleased to provide two (2) prepaid managed dental care programs (Prepaid Plan Design No. 2 and Plan Design No. 3)." However, the Prepaid Dental Plan Design No. 3 is identified as an "alternative" for consideration.

3. Humana Dental Insurance Company – (Prepaid Plan Design)

- ❖ Humana Dental Insurance Company states in their proposal cover page that they have "taken the liberty of presenting several prepaid plan designs." Prepaid Dental Plan Design Option 1 and Prepaid Dental Plan Design Option 2. Humana Dental Insurance Company also provided two (2) Dental Plan Comparison Worksheets entitled Option 1 and Option 2. Humana Dental Insurance Company provided only one (1) B-1 Form Price Schedule, but also provided pricing for dual choice alternate options.

4. Dental Benefit Providers Inc. – (Prepaid Plan Design)

- ❖ Dental Benefit Providers, Inc. in their proposal cover page states that “the plans provided within the response range from 15% to over 50% overall better benefit... to incumbent plans.” Dental Benefit Providers, Inc. provided two (2) Dental Plan Comparison Worksheets entitled Option 1 and Option 2. However, Dental Benefit Providers Inc. provided only one (1) B-1 Form Price Schedule.

Please review these issues and advise whether the proposals are not responsive.

If you have any questions, please contact me at (305) 375-5866. Thank you for your attention to this matter.

Attachments
RFP No. 673
Referenced Proposals

Memorandum



Date: May 4, 2009

To: Maria Carballeira
Procurement Contracting Officer

From: Oren Rosenthal
Assistant County Attorney

Subject: Responsiveness of Proposal – RFP 673 Employee Group Dental Insurance Program –
Aetna Life Insurance Company

You have asked this office if a proposal from Aetna Life Insurance Company (“Aetna”) may be considered responsive to the above referenced Request for Proposals (“RFP”). For the reasons set forth below, we conclude that Aetna’s bid is non-responsive to the RFP and DPM does not have the discretion to accept it.

FACTS

We rely on the information provided in your memorandum to this office dated April 23, 2009 and your e-mail dated April 30, 2009 attached hereto.

In your original memorandum, you asked whether Aetna’s bid may be considered responsive given discrepancies in their description of “Plan 52” and “Plan 67” in their proposal. In reviewing those issues, this office identified a more serious irregularity in Aetna’s bid. Specifically, this office requested further information based on the portion of Aetna’s proposal titled “Dental Financial Assumptions.” That section conditions the price provided “on the assumptions outlined in this document.” The section then provides that: “It is important to note that deviations from these assumptions may result in additional charges and/or adjustments to our quote” and lists seven pages of assumptions.

Based upon these statements, you conducted a further review and identified that Aetna’s conditional assumptions varied from the proposal by: (1) agreeing to hold the price quote open for only 90 days rather than the 180 days requested in the RFP; (2) conditioning the price offered on Aetna being awarded an exclusive contract with the County instead of being one of three vendors requested in the RFP; (3) offering the rates proposed for only 12 months rather than the 36 month bid requested in the RFP; and (4) limiting the covered employees of the plans to exclude domestic partners.

DISCUSSION

Based on the facts set forth above, DPM may not consider Aetna’s proposal as responsive to the RFP. In general, a proposal may be rejected or disregarded if there is a variance between the proposal and the advertisement. *See Robinson Electric Co. v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). Only when a variance is immaterial or “minor” is a bidder permitted to withdraw the variance. *Harry Pepper & Associates, Inc. v. City of Cape Coral*, 352 So.2d 1190, 1129 (Fla. 2d DCA 1977) (“a bidder cannot be permitted to change his bid after the bids have been opened, except to cure minor irregularities”). Proposers who propose impermissible exceptions to invitations to RFPs do so at the

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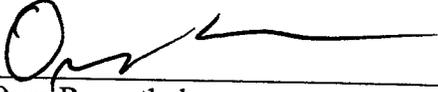
risk of those exceptions being deemed material to the proposal and having their proposal rejected as nonresponsive.

The determination of whether a variance or irregularity is minor is fact specific and may differ from proposal to proposal. Florida courts have used a two part test to determine if a specific noncompliance in a proposal constitutes a substantial and thus nonwaivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely effect competitive bidding by placing a proposer in a position of advantage over other proposers. See *Glatstien v. City of Miami*, 399 So.2d 1005 (Fla. 3d DCA), rev. denied, 407 So.2d 1102 (Fla. 1981). For the price portion of a proposal, if the irregularity has a clear and demonstrable affect on the amount of the price proposed, it is a material deviation that cannot be waived. See *Harry Pepper*, 352 So. 2d at 1193 (“The test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive nature is whether the variation affects the amount of the bid by giving the bidder an advantage or benefit not enjoyed by other bidders”).

In some cases, however, irregularities that are tangential to the actual proposal may not be considered material if they do not adversely affect the interests of the County. See *Tropabest Foods, Inc. v. State, Dept. of Gen. Services*, 493 So.2d 50, 52 (citing the Florida Administrative Code’s provisions that a minor irregularity is one which “does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders or does not adversely impact the interests of the agency”).

Here, Aetna’s price proposal is a wholesale departure from the RFP and is in effect a non-bid. Aetna’s refusal to hold the price open for 180 days, request for exclusivity, refusal to maintain the pricing for the full 36 month term, and exclusion of domestic partners from the price proposals all conflict with material provisions of the County’s specification created to protect the County. Not only does this variance give Aetna a material advantage over the other proposals who comply with these requirements, but the variances also make Aetna’s bid illusory by conditioning it on items that are fundamentally adverse to the procurement process and the RFP itself. Aetna may not now, after all the proposals are opened, decide whether it wants the job badly enough to accept the County’s specifications and abandoned their assumptions. As such, Aetna’s proposal is not responsive.

In light of the fact that six of the seven vendors submitting proposals have been found not responsive, the County, as always, has the right to reject all bids and reprocur this service through a revised solicitation calculated to obtain the greatest number of responsive proposals.



Oren Rosenthal

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Memorandum



Date: April 23, 2009

To: Oren Rosenthal
Assistant County Attorney
County Attorney's Office

From: Maria Carballeira
Procurement Contracting Officer
Department of Procurement Management

Subject: Request for Responsiveness Determination on RFP No. 673
Employee Group Dental Insurance Program

On April 1, 2009, proposals were received for RFP No. 673 and subsequently reviewed for responsiveness. Five Proposers were referred to the County Attorney's Office under separate cover for a review of responsiveness determination. All five Proposers were found non-responsive. In an abundance of caution, our client department, General Services Administration (GSA) requested DPM also consider Aetna Life Insurance Company's - Prepaid Plan Design Proposal (attached hereto) for referral to the County Attorney's Office. Please consider the review of Aetna Life Insurance Company's - Prepaid Design Proposal for responsiveness based on the following:

In accordance with the Solicitation document, Section 3.1, Submittal Requirements, 2nd paragraph: "Proposer may submit only one proposal for each plan design (i.e., one for indemnity and one for prepaid)."

1. Aetna Life Insurance Company states on page 2 of their proposal's Executive Summary that "we have provided the DPPO network analysis and feel very confident in the size and breadth of our network access we have also provided the same for our DMO proposals." Note: DPPO is the indemnity dental plan design and DMO is the prepaid dental plan design.
2. Aetna Life Insurance Company appears to offer two Enriched Prepaid Plans depicted as Plan No. 52 and Plan No. 67 by the entries submitted in their proposal's Dental Plan Comparison Worksheet. "N/A" is listed by every benefit in the Standard Prepaid Plan column. Aetna Life Insurance Company makes reference to the attached Benefits Summary for further plan details. The Benefits Summary provides information for both Plan No. 52 and Plan No. 67 and identifies the same dental codes and member charges as listed in the proposed Enriched Prepaid Plan columns.
3. Aetna Life Insurance Company provided one (1) Form B-1 Price Proposal Schedule which references both Prepaid and Indemnity Plan Designs. The "Current Number of Employees Enrolled" listed by Tier in their premiums submission does not coincide with the enrollment numbers provided in the referenced Solicitation's Form B-1 Price Proposal Schedule for the Prepaid or Indemnity Plan Design. Furthermore, Aetna Life Insurance Company provides a form entitled "Dental Proposal - Dual Options" under their proposals Dental Fee Exhibit. The "Dental Proposal-Dual Options Form" provides rates for both the Prepaid and Indemnity Plan Designs.

Page 2
Request for Responsiveness Determination
RFP 673 – Employee Group Dental Insurance Program

4. Aetna's Form B-1 Price Proposal Schedule indicates the Standard Plan as Plan No. 52 and the Enriched Plan as Plan No. 67. I have attached Form B-1 Price Proposal Schedule (Prepaid Plan Design) as included in the Solicitation.

Please review the issues presented and advise whether the Aetna Life Insurance Company proposal is not responsive.

If you have any questions, please contact me at (305) 375-5866. Thank you for your attention to this matter.

Attachments:

RFP No. 673
Referenced Proposal
Form B-1 Price Proposal Schedule (Prepaid Plan Design)

Sent from my iPhone

On Apr 30, 2009, at 12:00 PM, "Carballeira, Maria (DPM)" <MC5@miamidade.gov> wrote:

Good Afternoon Mr. Rosenthal:

I hope this e-mail finds you well. Per your request, while DPM continues to maintain its opinion that the assumptions taken by the Proposer do not materially conflict with any portions of the solicitation, I am providing a listing of the assumptions taken by the Proposer versus County language included in the solicitation.

(1) County:

Section 1.3: Proposal shall be irrevocable until contact award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Vs.

continued next page

Aetna Assumption:

Terms of Offer: The quoted rates are valid until the earliest of 90 days from the date of this quotation or 30 days prior to the assumed effective date. Aetna reserves the right to update this quotation if the quote is not accepted with this time frame.

(2) County:

Section 1.1: The County anticipates awarding up to three contracts... The County anticipates one (1) award in Plan Design 1 – Indemnity Plan and up to two (2) awards in Plan Design 2 – Prepaid Managed Care Plan.

Form B-1 Price Proposal Schedule, No. 7: Proposer's price proposal shall not be contingent upon the County choosing any plan design being proposed.

Vs.

Aetna Assumption:

Plan Offering: Aetna has assumed that Aetna will be the sole vendor offered to Miami-Dade County's employees.

(3) County:

Section 2.5.15: All rates shall be guaranteed for a minimum of 36 months (the initial three Program years).

Form B-1 Price Proposal Schedule, No 6: All rates shall be guaranteed for a minimum of 36 months (the initial three Program years).

Vs.

Aetna Assumption:

Rate Guarantee: Aetna's quoted rates are guaranteed for the first 12 months of the policy period and are valid as of the effective date January 1, 2010. Aetna reserves the right to review and possibly modify or terminate the guarantee arrangement.....

(4) County:

Section 2.5.3: Dependent eligibility is defined as follows: (a) Spouse, (b) Domestic Partner, (c) Unmarried child...

Vs.

Aetna Assumption:

Plan Eligibility: Aetna's rates assume eligible dependents include an employee's spouse and unmarried children up to the limiting age of the plan.

I hope this information is helpful. Please let me know if you would like to meet and discuss further.

Maria Carballeira, CPPB

Procurement Contracting Officer
Miami-Dade County
Department of Procurement Management
Miami, Florida
Tel: 305-375-5866
Fax: 305-375-1083
E-mail: mc5@miamidade.gov
"Delivering Excellence Every Day"

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Memorandum



Date: May 17, 2009
To: Maria Carballeira
Procurement Contracting Officer
From: Oren Rosenthal
Assistant County Attorney
Subject: Responsiveness of Proposals – RFP 673 Employee Group Dental Insurance Program

You have asked this office if proposals from Aetna Life Insurance Company (“Aetna”), United Concordia Insurance Company (“Concordia”), Standard Insurance Company (“Standard”), and two bids from Metropolitan Life Insurance Company (“MetLife”) may be considered responsive to the above referenced Request for Proposals (“RFP”). For the reasons set forth in this Office’s May 4, 2009 Memorandum on Aetna’s pre-paid plan, we conclude that these proposers are non-responsive to the RFP and DPM does not have the discretion to accept them.

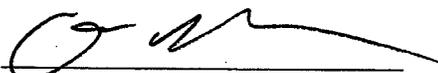
FACTS

We rely on the information provided in your memorandum to this office dated May 11, 2009 attached hereto. Further, we rely on a May 4, 2009 memorandum wherein this office opined that Aetna’s price proposal was “illusory” because it was conditioned “on items that are fundamentally adverse to the procurement process and the RFP itself.”

In your current e-mail, you asked whether the aboved referenced proposers may be considered responsive given the proposals’ price offers are conditioned in ways similar to Aetna’s non-responsive proposal. A discussion of each of the assumptions and conditions is detailed in your May 11, 2009 e-mail and are incorporated herein by reference.

DISCUSSION

Based on the facts set forth your e-mail, and our prior analysis, the aboved referenced proposals are likewise illusory and DPM may not consider them as responsive to the RFP. For example, both Concordia and Standard write in their proposals that the prices quoted are “intended for informational purposes and is not an offer to contract.” Unless special provision is made in the RFP for such proposals, failure to propose a price based upon the provisions of the RFP renders all of these proposals non-responsive.


Oren Rosenthal

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Carballeira, Maria (DPM)

From: Carballeira, Maria (DPM)
Sent: Monday, May 11, 2009 4:45 PM
To: Rosenthal, Oren (CAO)
Subject: RFP 673 - Employee Group Dental Insurance Program

Tracking: Recipient Read
Rosenthal, Oren (CAO) Read: 5/11/2009 4:48 PM

Good Afternoon Mr. Rosenthal:

I hope this e-mail finds you well. Per your request, I am providing a listing of the assumptions taken by the remaining Proposers versus County language included in the solicitation. Proposals flagged in my below review will be hand-delivered to your office by tomorrow morning.

A. Aetna Life Insurance Company (Indemnity Plan Design)

1. County:

Section 1.3: Proposal shall be irrevocable until contact award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Vs.

Aetna Assumption:

Terms of Offer: The quoted rates are valid until the earliest of 90 days from the date of this quotation or 30 days prior to the assumed effective date. Aetna reserves the right to update this quotation if the quote is not accepted with this time frame.

2. County:

Section 1.1: The County anticipates awarding up to three contracts.... The County anticipates one (1) award in Plan Design 1 – Indemnity Plan and up to two (2) awards in Plan Design 2 – Prepaid Managed Care Plan.

Form B-1 Price Proposal Schedule, No. 7 - Indemnity: Proposer's price proposal shall not be contingent upon the County choosing any plan design being proposed.

Vs.

Aetna Assumption:

Plan Offering: Aetna has assumed that Aetna will be the sole vendor offered to Miami-Dade County's employees.

3. County:

Section 2.5.15: All rates shall be guaranteed for a minimum of 36 months (the initial three Program years).

Form B-1 Price Proposal Schedule, No 6 - Indemnity: All rates shall be guaranteed for a minimum of 36 months (the initial three Program years).

Vs.

Aetna Assumption:

Rate Guarantee: Aetna's quoted rates are guaranteed for the first 12 months of the policy period and are valid as of the effective date January 1, 2010. Aetna reserves the right to review and possibly modify or terminate the guarantee arrangement.....

4. County:

Section 2.5.3: Dependent eligibility is defined as follows: (a) Spouse, (b) Domestic Partner, (c) Unmarried child...

Vs.

Aetna Assumption:

Plan Eligibility: Aetna's rates assume eligible dependents include an employee's spouse and unmarried children up to the limiting age of the plan.

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B. United Concordia Insurance Company (*Indemnity Plan Design*)

1. County:

Section 4.6: The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Vs.

United Concordia Assumption:

This quote is being made as a result of information provided with the rate request. It is intended for informational purposes and is not an offer to contract. If the group wishes to apply for group dental insurance based upon this quote, they must complete an Application for Group Dental Insurance. The Application will be subject to review and approval by United Concordia Companies, Inc. If the Application is accepted, the final rates and benefits will be based on verification of the application, verification of the information provided with the rate request and the final enrollment.

2. County:

Section 1.1: The County anticipates awarding up to three contracts.... The County anticipates one (1) award in Plan Design 1 – Indemnity Plan and up to two (2) awards in Plan Design 2 – Prepaid Managed Care Plan.

Form B-1 Price Proposal Schedule, No. 7 - Indemnity: Proposer's price proposal shall not be contingent upon the County choosing any plan design being proposed.

Vs.

United Concordia Assumption:

The United Concordia Companies, Inc. dental plan is the only plan offered for acceptance or consideration. The quoted information is invalid if any other dental carrier is offered for coverage.

3. County:

Form B-1 Price Proposal Schedule, No. 1- Indemnity: The employee enrollment figures indicated, which are based on census date as of January 2009, are for evaluative purposes only.

Vs.

United Concordia Assumption:

The United Concordia rates assume 40,000 eligible employees, with 29,248 participating. If actual enrollment fluctuates by more than 10 percent, United Concordia reserves the right to re-evaluate the quote rates and benefits. This re-evaluation may result in: 1) a retroactive adjustment to the effective date, or 2) a change in rates and benefits to reflect actual participation.

C. Standard Insurance Company (*Indemnity Plan Design*)

1. County:

Section 4.6: The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Vs.

Standard Insurance Company Assumption:

This proposal is being made as a result of information provided in the request for a proposal. It is intended for informational purposes and is not an offer to contract. If Miami-Dade County wishes to apply for group insurance based upon this proposal, Miami-Dade County may complete a Preliminary Application for Group Insurance. This Application will be subject to review and approval by the Home Office of The Standard. If the Application is accepted, the final rates and benefits will be based on

verification of this information and final enrollment.

2. County:

Section 2.5.15: All rates shall be guaranteed for a minimum of 36 months (the initial three Program years).

Form B-1 Price Proposal Schedule, No 6 - Indemnity: All rates shall be guaranteed for a minimum of 36 months (the initial three Program years).

Vs.

Standard Insurance Company Assumption:

Rates for 3rd Contract Year(2012 Plan Year) are "not available."

3. County:

Section 1.1: The County employees over 40,000 individual throughout South Florida. Covered groups include employees of Miami Dade County, Public Health Trust/Jackson Health System, Industrial Development Authority, Miami-Dade Expressway Authority, Town of Miami Lakes, and retirees under and over the age of 65.....

Vs.

Standard Insurance Company Assumption:

Retired employees with 6 years or more of active services are also eligible.

D. Metropolitan Life Insurance Company - MetLife (*Indemnity Plan Design*)

1. County:

Form B-1 Price Proposal Schedule, No. 1 - Indemnity: The employee enrollment figures indicated, which are based on census date as of January 2009, are for evaluative purposes only.

Form B-1 Price Proposal Schedule, No. 7 - Indemnity: Proposer's price proposal shall not be contingent upon the County choosing any plan design being proposed

Vs.

MetLife Assumption:

MetLife reserves the right to change its rates at any time (notwithstanding any rate guarantee), before the effective date of the policy, and/or the contract is issued on the first day of each policy period for any of the following reasons: 1) composition of the group has changed 10% or more..... 2) any plan designs are changed, including but not limited to, changes in covered services, co-insurance, deductibles, and frequency of limits 3) if there is a difference in the actual demographics distribution of insured employees from the time of quote.

E. Metropolitan Life Insurance Company-MetLife (*Prepaid Plan Design*)

1. County:

Form B-1 Price Proposal Schedule, No. 1 – Prepaid: The employee enrollment figures indicated, which are based on census data as of January 2009, are for evaluative purposes only. The figures represent half of the total enrollees (total 10,656) in each tier, as the County anticipates awarding up to two contracts. However, the County does not guarantee the actual enrollment or that the enrollment will be split equally among two contracts, as enrollees choice their own plan.

Vs.

MetLife Assumption:

*This proposal is based on a total of 8014 eligible employees.

*If DHMO(prepaid) is sold without DPPO(indemnity), the rates are effective when employee participating meets or exceeds 50% and a minimum of 5 enrolled.

*If DHMO(prepaid) is sold alongside a MetLife DPPO(indemnity) plan, please refer to the MetLife PPO Cost and Benefit Summary for the DPPO underwriting requirements.

*The rates quoted may be adjusted if the minimum participation requirements are not met or if information from which rates were calculated proves to be materially inaccurate.

* Rates for sold plans will be guaranteed for a period of 36 months. Sold groups are subject to Underwriting approval.

If you have any questions, please don't hesitate to contact me at (305) 375-5866. Thank you for your assistance in this matter.

Maria Carballeira

Procurement Contracting Officer, CPPB

Miami-Dade County Department of Procurement Management

Tel: 305-375-5866

Fax: 305-375-4407

E-mail: mc5@miamidade.gov

"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

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Memorandum



Date: June 25, 2009

To: Maria Carballeira
Procurement Contracting Officer

From: Oren Rosenthal
Assistant County Attorney

Subject: Application of Local Preference Ordinance, Section 2-8.5 of the Code of Miami-Dade County to RFP 673

You have asked this office to review applicability of Section 2-8.5 to the proposals submitted by the first and second ranked responsive responsible proposers received in response to RFP 673. For the reasons discussed below we find that Delta Dental Insurance Company ("DDIC") has submitted a Local Business Tax Receipt in compliance with Section 2-8.5 and Dental Benefits Providers, Inc. ("DBP") has not.

FACTS

We rely on the information provided in your memorandum to this office dated June 12, 2009 as well as subsequent communications with the Tax Collector's Office regarding the Local Business Tax category applicable to this RFP. In your request, you state that "the Second ranked proposer's score is within five percent of the highest ranked proposer's score, but that both proposers have provided Local Business Tax Receipts in categories other than insurance (the category being purchased in the above RFP)."

Upon inquiry, the Tax Collector's Office determined that insurance companies "do not need to acquire a Local Business Tax Receipt (formerly named Occupational License)" in accordance with Florida Statutes Chapter 624.506(2) which provides that for insurance companies "the payment and collection of county tax under this chapter shall be in lieu of collection thereof by the respective county tax collectors." Nevertheless, in subsequent inquiries, the Tax Collector's Office has opined that the work of processing insurance claims and other work associated with the services purchased through RFP 673 requires a Local Business Tax Receipt in the "Service Business" category.

Both vendors have submitted Local Business Tax Receipts. The top ranked vendor, DBP has submitted a business tax receipt, issued by Broward County, in the name of United Healthcare of Florida, Inc. in the category of "Administrative Office." You have informed me that, pursuant to subsequent inquiry, DBP and United Healthcare of Florida, Inc. have represented that they "are wholly-owned subsidiaries of UnitedHealth Group Incorporated...mak[ing] use of joint office space in Florida as subsidiaries of the same company and as such have occupancy licenses under single business name of UnitedHealth Care of Florida, Inc." You have also informed this office that although these companies share the same parent company each has a separate tax identification number and is a separate corporation. You have further indicated that the second ranked vendor has submitted a business tax receipt from Miami-Dade County in the category of Service Business for a period exceeding one year.

DISCUSSION

Based on the facts set forth above, DDIC has submitted a Local Business Tax Receipt which meets the definition contained in Section 2-8.5 of the Code and DBP has not.

Section 2-8.5(1)(c) of the Code defining "local business" for purposes of the preference provides:

Local business means the vendor has a valid occupational license issued by Miami-Dade County at least one year prior to bid or proposal submission to do business within Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business ... In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way.

Applying this provision to the instant proposals reveals that DBP has not provided an adequate Local Business Tax Receipt to be considered a "local business." Although the Code permits a Broward County Local Business Tax Receipt to be used for purposes of determining a local business, that tax receipt must still be in the name of the vendor proposing to provide the services to the County not an affiliate or commonly owned entity. *See* §2-8.5(6). DBP has indicated in correspondence to the procurement officer that it does not have a valid Local Business Tax Receipt sufficient to meet the standard issued in its own name. As such, it does not meet the definition of a "local business" under Section 2-8.5 of the Code.

DDIC on the other hand has provided a Local Business Tax Receipt issued by Miami-Dade County in the category of "Service Business." As the Tax Collector's Office has indicated that the category of "Service Business" is appropriate for processing insurance claims and other work associated with the services procured under RFP 673, DDIC meets the definition of "local business" in that respect. In the event that DDIC meets the other requirements of the definition contained in Section 2-8.5(1)(c) of the Code, it should be considered a local business for the purposes of application of the Local Preference Ordinance.

/s Oren Rosenthal

Oren Rosenthal

Memorandum



Date: June 12, 2009

To: Oren Rosenthal
Assistant County Attorney
County Attorney's Office

From: Maria Carballeira
Procurement Contracting Officer
Department of Procurement Management

A handwritten signature in cursive script, appearing to read "M. Carballeira". The signature is written in dark ink and is positioned to the right of the typed name and title.

Subject: Request for Local Preference Determination on RFP No. 673
Employee Group Dental Insurance Program

Proposals were received and evaluated for the subject RFP. On the Indemnity Plan, the second ranked proposer's score is within five percent of the highest ranked proposer's score. Upon review of the proposals for Local Preference consideration pursuant to Section 2-8.5 of the Miami-Dade County Code, it was noted that both proposers claimed a local preference. However, both proposers provided Local Business Tax Receipts in categories other than insurance that is being purchased via the RFP (copies of both proposers' Local Business Tax Receipts attached hereto). The Department of Procurement Management queried the Tax Collector's Office, Division of Local Business Tax, to determine the appropriate category that would authorize a firm to sell insurance. The Tax Collector's response is included. After review of said response, it was noted that neither proposer could have a Local Business Tax Receipt that authorizes the proposer to provide the services requested and, therefore, neither meets the Local Preference requirements.

Accordingly, please review this issue and provide a legal determination on the application of local preference as defined in.

If you have any questions, please contact me at (305) 375-5866. Thank you for your attention to this matter.

Attachments:

Local Business Tax Receipts
Miami Dade County's Tax Collector's Response

MIAMI - DADE COUNTY - STATE OF FLORIDA

LOCAL BUSINESS TAX
2008-2009 APPLICATION

RECEIPT : 667731-5

6409155

BUSINESS LOCATION:

5200 BLUE LAGOON DR
UNIN DADE COUNTY

OWNER / CORP.

DELTA DENTAL INSURANCE COMPANY
PHONE #: (305)264-5069

DELTA DENTAL INSURANCE COMPANY
%BARY RADINE
5200 BLUE LAGOON DR 110
MIAMI FL 33126

BUS. COMMENCEMENT DATE:

| SEC | TYPE OF BUSINESS | LBT | AMOUNT |
|-------|----------------------|-----------------|--------|
| 110 | 213 SERVICE BUSINESS | | 75.00 |
| 33126 | 8 EMPLOYEE/S | (INCL ECO.DEV.) | 75.00 |
| | | PRIOR YEARS | |

AMOUNT DUE: 150.00

20090331

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I HAVE BEEN INFORMED OF ALL ZONING RESTRICTIONS IMPOSED ON THIS RECEIPT. I CERTIFY THAT THE INFORMATION IS TRUE AND CORRECT.

[Signature]

SIGNATURE REQUIRED

SEE INSTRUCTIONS ON REVERSE SIDE



90600 0000 006677315 00015000 000007500

GIS TRANSFER 377 1948

Board of County Commissioners, Broward County, Florida
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

00072

FORM NO. 401-250 AC 25-001
RV200833367 (Rev. 3/08)

FOR PERIOD OCTOBER 1, 2008 THRU SEPTEMBER 30, 2009

RENEWAL TRANSFER SEC # 37 / 377

NEW DATE BUSINESS OPENED 01/01/95

STATE OR COUNTY CERT/REG # _____
Business Location Address:

13621 NW 12 ST
SUNRISE 33323
BUSINESS PHONE: (954)858-3962

| | |
|----------|-------|
| TAX | 45.00 |
| BACK TAX | |
| PENALTY | |
| T.C. FEE | |
| TRANSFER | |
| TOTAL | 45.00 |

| PENALTIES IF PAID | |
|-----------------------------------------------------------------------------------------------------------------|---------------------|
| OCT. - 10% | NOV. - 15% |
| DEC. - 20% | After DEC. 31 - 25% |
| * Plus Tax Collection Fee of up to \$25.00 Based on Cost of Business Tax if Paid On or After November 30. | |

| ACCOUNT NUMBER |
|----------------|
| 377-0007069 |

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE.

UNITED HEALTHCARE OF FL INC
ATTN: CEO OR BUILDING MGR
13621 NW 12 ST
SUNRISE FL 33323



TYPE OF BUSINESS TAX PAID

ADMINISTRATIVE OFFICE

BROWARD COUNTY REVENUE COLLECTION
115 S. Andrews Avenue, Rm A-100
FORT LAUDERDALE, FL 33301
www.broward.org/revenue

2008 - 2009

PAYMENT RECEIVED AS VALIDATED ABOVE

*SEE INSTRUCTIONS ON REVERSE SIDE

PAID 09/29/08 8707209.0001

45.00

28

Board of County Commissioners, Broward County, Florida
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT APPLICATION

FORM NO. 401-210/AC 25-001
RV20070729 (Rev. 3/07)

FOR PERIOD OCTOBER 1, 2007 THRU SEPTEMBER 30, 2008

2007 - 2008

RENEWAL TRANSFER SEC # 37 / 377
 NEW DATE BUSINESS OPENED 01/01/95

STATE OR COUNTY CERT/REG # _____
Business Location Address:
13621 HW 12 ST
CITY OF SUNRISE 33323
BUSINESS PHONE: (954)858-3962

| | |
|--------------|--------------|
| TAX | 45.00 |
| BACK TAX | |
| PENALTY | 11.25 |
| T.C. FEE | 25.00 |
| TRANSFER | |
| TOTAL | 81.25 |

| PENALTIES IF PAID | |
|------------------------------------------------------------------------------------------------------------------|---------------------|
| OCT. - 10% | NOV. - 15% |
| DEC. - 20% | After DEC. 31 - 25% |
| * Plus Tax Collection Fee of up to \$25.00 (Based on Cost of Business Tax if Paid On or After November 30) | |

ACCOUNT NUMBER
377-0003869

UNITED HEALTHCARE OF FL INC
ATTN CEO OR BUILDING MGR
13621 HW 12 ST
SUNRISE FL 33323

TYPE OF BUSINESS TAX PAID
ADMINISTRATIVE OFFICE

Application is hereby made for the privilege of engaging in business, profession or occupation, herein described, and I declare that the information furnished by me in this application is true and correct.

Name of Applicant: CRAIG LEONARD
(Type or Print)
Signature: _____

Renew on line: www.broward.org/taxvenue
Make Checks Payable to:
Broward County Revenue Collection
115 S. Andrews Avenue, Governmental Center Annex
Fort Lauderdale, FL 33321

PAYMENT RECEIVED AS VALIDATED ABOVE *SEE INSTRUCTIONS ON BACK OF LAST COPY

0000003625 0000008125 0000003770003869 1001 0

RETURN ALL COPIES

DO NOT DETACH

Carballeira, Maria (DPM)

From: Casamayor, Fernando (FIN)
Sent: Thursday, June 11, 2009 2:31 PM
To: Carballeira, Maria (DPM)
Subject: RE: Request for Written Opinion

Hollo Maria,

Please see below:

Insurance companies and agents do not need to acquire a Local Business Tax Receipt (formerly named Occupational Liconse). This is in accordance with Florida Statutes Chapter 624 Part IV, 506(2) which states that for Insurance Companies, certain license, fees and state and county taxes collected by the State for each company, office and agent are "in lieu of collection thereof by the respective county tax collectors". This applies to all life, casualty, disability, health, automotive, property insurers. It does not, however, apply to a Title Insurance/Abstract Company, an Insurance Adjuster or a seller of investments and annuities, based on their non-insurance activities alone.

We charge a \$60 tax to Insurance Adjusters, a \$100 tax to Title Companies, and a \$180 tax to an Investment firm or firm selling prepaid health plans they call "Insurance".

Take care,

Fernando Casamayor, Tax Collector
Miami-Dade County Finance Department
Phone: (305) 375-1468
Fax: (305) 375-4214
<http://www.miamidade.gov/taxcollector>
"Delivering Excellence Every Day"

From: Carballeira, Maria (DPM)
Sent: Thursday, June 11, 2009 12:40 PM
To: Casamayor, Fernando (FIN)
Subject: Request for Written Opinion

Good Afternoon Fernando:

Please provide your response to the following questions:

1. Is a Local Business Tax Receipt required to sell insurance in Miami-Dade County? If not, why?
2. Is there a Local Business Tax Receipt category that would authorize a firm to sell insurance in Miami-Dade County?

Thank you very much for your support and guidance.

Maria Carballeira, CPPB
Procurement Contracting Officer
Miami-Dade County
Department of Procurement Management
Tel: 305-375-5866
Fax: 305-375-4407
E-mail: mc5@miamidade.gov

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6/11/2009

Employee Group Dental Insurance Program (Indemnity Plan)

Contract No. RFP673

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Delta Dental Insurance Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 1130 Sanctuary Parkway, Suite 600, Alpharetta, GA 30009 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Employee Group Dental Insurance Program – Indemnity Plan, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 673 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 27, 2009, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), Performance Guarantees (Appendix C), RFP No. 673 and all associated addenda and attachments, the Contractor's Proposal, the Group Policy, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Delta Dental Insurance Company and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Group Policy" to mean the group insurance policy, issued by the Contractor to the County pursuant to this Agreement and agreed to in writing by the County, providing dental insurance to eligible employees and retirees of the County, Public Health Trust and other covered groups as defined in the Scope of Services (Appendix A).
- l) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions (the Scope of Services, Price Schedule, and Performance Guarantees), 3) the Miami-Dade County's RFP No. 673 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required

to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page and shall continue through December 31, 2012. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County
General Services Administration - Risk Management Division
111 N. W. 1st Street, Suite 2340
Miami, FL 33128-1974
Attention: GSA Risk Management Division Director
Phone: (305) 375-4281
Fax: (305) 375-4255

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Delta Dental Insurance Company
5200 Blue Lagoon Drive, Suite 110
Miami, FL 33126

Attention: Mike Molina
Phone: (305) 264-5069
Fax: (305) 264-5093
E-mail: MMolina@delta.org

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Price Schedule, Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of the applicable premium amounts, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the initial term of the Contract (through December 31, 2012). Any option or extension period prices will be determined pursuant to Price Schedule, Appendix B. However, the Contractor may offer incentive discounts to the County at any time during the contractual term and any renewals or extensions thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The County will remit applicable premiums to the Contractor in arrears on a bi-weekly basis after the County either deducts the employee contributions through its payroll process or receives payment from employees on an updated leave of absence and retirees. The County will remit premium payments based on its records.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the

County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional Insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and

obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning

the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the

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Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs

associated with such termination or cancellation, including attorney's fees.

- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis.

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- ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.
- d) Contractor agrees that the Premium at Risk identified in Appendix C, Performance Guarantees represents reasonable costs incurred by the County for Contractor's failure to meet the performance criteria therein. Notwithstanding the Premium at Risk, or payment thereof to the County, the Performance Guarantees are parallel relief to the County for Contractor's failure to perform as required herein. The County reserves the right to take any other remedies identified herein in addition to the Performance Guarantees.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The

County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and

subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain

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information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its

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subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit*
(Section 2-8.1 of the County Code)
2. *Miami-Dade County Employment Disclosure Affidavit*
(Section 2-8-1(d)(2) of the County Code)
3. *Miami-Dade County Employment Drug-free Workplace Certification*
(Section 2-8.1.2(b) of the County Code)
4. *Miami-Dade Disability and Nondiscrimination Affidavit*
(Section 2-8.1.5 of the County Code)
5. *Miami-Dade County Debarment Disclosure Affidavit*
(Section 10.38 of the County Code)
6. *Miami-Dade County Vendor Obligation to County Affidavit*
(Section 2-8.1 of the County Code)
7. *Miami-Dade County Code of Business Ethics Affidavit*
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (8) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. *Miami-Dade County Family Leave Affidavit*
(Article V of Chapter 11 of the County Code)
9. *Miami-Dade County Living Wage Affidavit*
(Section 2-8.9 of the County Code)
10. *Miami-Dade County Domestic Leave and Reporting Affidavit*
(Article 8, Section 11A-60 11A-67 of the County Code)
11. *Subcontracting Practices*
(Ordinance 97-35)
12. *Subcontractor /Supplier Listing*
(Section 2-8.8 of the County Code)
13. *Environmentally Acceptable Packaging*
(Resolution R-738-92)
14. *W-9 and 8109 Forms*
(as required by the Internal Revenue Service)
15. *FEIN Number or Social Security Number*
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. *Office of the Inspector General*
(Section 2-1076 of the County Code)
17. *Small Business Enterprises*
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n)

interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment

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advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without



collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Dick Aracich
Name: Dick Aracich
Title: Regional VP
Date: 7/8/09
Attest: Wendy K. Owens
Corporate Secretary/Notary Public

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Clerk of the Board

Notary Public, Georgia, State at Large
My Commission Expires Feb 21, 2012
Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

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SCOPE OF SERVICES Appendix A

1. INTRODUCTION/BACKGROUND

Miami-Dade County and the Public Health Trust/Jackson Health System, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration, Risk Management Division, is contracting for and Employee Group Dental Program with a voluntary multi-option, fully-insured indemnity plan design (the "Dental Plan"). The plan effective date shall be January 1, 2010.

The County employs over 40,000 individuals throughout South Florida. Covered groups including employees, dependents and retirees of Miami-Dade County, Public Health Trust/Jackson Health System, Industrial Development Authority, Miami-Dade Expressway Authority, Town of Miami Lakes, and retirees under and over the age of 65, as well as, approximately 100 judges.

The County will not guarantee a minimum number of participants in the dental indemnity plan.

Premiums:

The County currently contributes 100% of the single employee plan cost for the standard benefit. The employee pays the full cost for dependent coverage and the incremental cost for the enriched benefit. The premium structure is 1) employee only; 2) employee plus one dependent; and 3) employee plus two or more dependents. Premiums are collected through bi-weekly payroll deductions, and receipt of payment from employees on an updated leave of absence and retirees. It is the County's intent to maintain this practice. The employee's contribution to the cost is offered on a pre-tax basis. The County contribution levels are subject to collective bargaining agreements.

The Contractor shall provide the indemnity dental plan services for the Employee Group Dental Insurance Program and duplicate the current indemnity dental plan benefits with the exception of the following enhancements pursuant to the Contractor's Proposal:

- 1) Coverage of resin composites for posterior teeth;
- 2) Coverage of two (2) fluoride cleanings per year up to age 19;
- 3) Coverage of sealants for children up to age 16; and
- 4) No "Missing Tooth Exclusion".

2. Requirements

A. Minimum Requirement

1. Contractor shall be licensed by the State of Florida, Office of Insurance Regulation, to provide the plan services throughout the term of the Agreement.

B. Preferred Qualifications

The County has relied on the Contractor's Proposal to determine that Contractor has met the Preferred Qualifications. The County reserves the right to review any firm which Contractor requests contract assignment to, pursuant to Article 19, to confirm the assignee meets the Preferred Qualifications.

1. The Contractor's nationwide current book of business should not be increased by more than 25% by the County account.

2. Contractor should possess at least five years of experience administering claims and providing similar services to those listed in Scope of Services, Appendix A, for groups of 5,000 employees or greater.

3. GENERAL REQUIREMENTS AND SERVICES TO BE PROVIDED

The Contractor shall:

- 3.1 Provide an insured group dental benefits indemnity plan that offers coverage for all basic, preventative, restorative, and other necessary dental care for eligible employees, retirees and dependents.
- 3.2 Provide eligibility for coverage to any full-time County employee who has completed 90 days of employment. Any part-time employee who consistently works at least 60 hours bi-weekly and has completed 90 continuous days of active employment is also eligible. Coverage is effective the first day of the month following, or coincident to 90 days of employment. There is a 30 day grace period to enroll for benefits. Executives, as determined by the County, are eligible for first day coverage.
- 3.3 Dependent eligibility is defined as follows:

- (a) Spouse (*unless also an eligible County employee*)
- (b) Domestic Partner, as defined and set forth in Section 11A-71 of the Code of Miami-Dade County (*unless also an eligible County employee*)
- (c) Unmarried natural child, stepchild, foster child, adopted child (including a child who is required to be eligible for membership as an adopted child in conformity to applicable law), child(ren) of a Domestic Partner or a child for whom the employee has been appointed a legal guardian, pursuant to a valid court order and the child is under the limiting age. The eligibility limiting age for an unmarried child is the end of the calendar year in which the child reaches age 19, except as stated below.

Coverage may be extended to the end of the calendar year in which the unmarried child reaches age 25, if the following requirements are met:

- (i) the unmarried child is dependent upon the employee for support, and is living in the employee's household,
or
- (ii) the unmarried child is dependent upon the employee for support, and is a full-time student or part-time student.
or
- (iii) a disabled unmarried dependent child who maintains their primary residence in the Service Area and who is and continues to be, incapable of self-sustaining employment by reason of mental or physical disability which commenced prior to the time such Dependent reached their twenty-fifth (25th) birthday, and is and continues to be dependent upon the employee for support and maintenance. Satisfactory proof of incapacity and financial dependency must be provided to the dental plan by employee within thirty (30) days of each birthday to continue coverage beyond the limiting age. In the event the Dependent ceases to be incapable of self-sustaining employment, eligibility automatically terminates at the end of the pay period in which the child no longer meets the requirements for extended eligibility.
- (iv) Contractor acknowledges that eligible dependents of deceased retirees are entitled to continuation of dental coverage under the retiree group subject to payment of premium.

- 3.4 Accept County employees and retirees enrolled in a County or union sponsored dental plan which becomes insolvent. Contractor shall impose no restrictions on such membership.
- 3.5 Provide retiring employees an opportunity, at the time of retirement (no later than 30 days from the retirement date), to change their dental plan election in order to allow participation in the benefit option which best meets their retirement needs. Contractor agrees to an annual open enrollment period for retirees, if requested by the County.
- 3.6 Conform to underwriting requirements as mandated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), where applicable.
- a. Late enrollees who do not incur a HIPAA qualifying event may not enroll until the following annual enrollment period for the following January 1 effective date.
- b. All County employees and dependents enrolled as of December 31, 2009 will be eligible for coverage with no actively at work exclusion.
- 3.7 Adhere to the following procedures that apply to adding/deleting dependents:
- (a) Change of Family Status -- A dependent may be added or deleted from the Group Dental Plan Program at anytime during the year in accordance with HIPAA or IRS Section 125 provisions. Payroll changes to add a newborn are processed in accordance with Florida Statute 641.31(9). If the Change in Status (CIS) Form is received by the County's Benefits Administration Unit (BAU) within the first 31 days from birth, the premium is waived for the first 31 days. If the CIS Form is received by the BAU after the first 31 days from birth, but within 60 days, the new premium will be charged retroactive to the date of birth. The same applies when adding an adopted child or child placed for adoption. The premium is waived if the CIS Form is received by the BAU within the first 31 days from the *earlier* of: a) adoption or b) placement for adoption. If the CIS Form is received after the first 31 days, but within 60 days of the event, the new premium will be charged retroactive to the *earlier* of: a) adoption or b) placement for adoption. Payroll changes to add or delete a dependent for other than those events specified in this paragraph, become effective the first day of the pay period following receipt by the County.
- (b) New Dependents - A dependent may be added to the dental plan by submitting an application within 45 days (60 days for newborns) of acquiring the dependent. The employee must enroll the dependent within 45 days (60 days for newborns, adoptions or placement for adoption) after the marriage, registration of Domestic Partnership or birth/adoption of a child. Coverage for a new spouse or Domestic Partner is effective the first day of the month following receipt of the application. Coverage for a newborn, child placed for adoption, or adopted is effective as of the date of birth or earlier of (i) placement for adoption, or (ii) adoption date.
- (c) If eligible employees have declined coverage for themselves or their dependents because of other insurance coverage and the other coverage ends, they may request enrollment within 45 days after the other coverage ends.
- 3.8 Employee membership terminates the last day of the pay period for which applicable payroll deductions are made after the date the employee ceases active work for any reason other than an approved leave of absence or retirement.
- 3.9 Pay to the County the liquidated damages, as applicable, pursuant to Appendix C, Performance Guarantees.

- 3.10 Adhere to established system for the consideration and credentialing of providers in its networks.
- 3.11 Adhere to the County's underwriting rationale and justification for the County's premium rate tiers.
- 3.12 Pursue necessary actions to discourage provider disparagement of the County's Dental Program.
- 3.13 The Plan Year shall be effective January 1st through December 31st.
- 3.14 Services rendered on or after the plan effective date shall be covered.
- 3.15 Contract State of issue is Florida.

4. Administrative and Related Services

The Contractor shall perform the following services:

- 4.1 Provide enrollment materials, including provider directories (up to 10,000 as needed) for eligible employees/retirees during initial open enrollment period and subsequent year's open enrollments (at no additional cost to the County), in addition to, providing a benefits website for the County.
- 4.2 Provide printed booklets/certificates for all enrolled participants after initial enrollment, with additional supplies throughout the year as required (at no additional cost to the County).
- 4.3 Mail certificates, provider benefit kits, including ID cards, to all enrollees within 10 business days of plan effective date (at no additional cost to the County).
- 4.4 Provide capability of identifying plan participants by Social Security number *and/or* employee identification number, as required by the County.
- 4.5 The County shall approve in writing all booklets and any/all other employee communications prior to printing. The County retains the right to prohibit distribution of any materials that present false or misleading statements, reference any plan other than the Contractor's, or any materials or "give-aways" which the County deems to be inappropriate.
- 4.6 Annually, distribute communications material to all identified County Departmental Personnel Representatives (*approximately 60*) located at various locations throughout the County.
- 4.7 At least 60 days prior to the open enrollment effective date, the County will publish a benefits handbook. The Contractor will have the opportunity to review and suggest changes to ensure the accuracy of the benefit information prior to publication. The County shall retain final approval authority over all communication material.
- 4.8 The County primarily utilizes web enrollment for the annual benefits open enrollment period and ongoing enrollments. Employees unable to utilize online enrollment may submit benefit selections on the County's Benefits Election Form. The Contractor shall accept the use of the County's Status Change Form for changes (e.g., additions and deletions) to the dental plan. The County shall retain final approval authority of the standard enrollment form.
- 4.9 Contractor's plan representatives will be allowed access to County employees on County premises as determined by the County.
- 4.10 Provide adequate staffing and plan representatives to attend all initial enrollment period meetings and

subsequent open enrollment period meetings on a schedule set by the County, which is anticipated to include approximately forty (40) Miami-Dade County and twenty (20) Jackson Health System sites. The Contractor shall provide personnel to attend meetings scheduled by the County between annual enrollment periods, for which reasonable notice will be given.

- 4.11 Adhere to an implementation schedule for a January 1, 2010 effective date, with the initial open enrollment scheduled for the Fall of 2009.
- 4.12 Comply with Federal guidelines for Cafeteria Plans pursuant to Internal Revenue Code Section 125, the Age Discrimination in Employment Act (ADEA), American Disabilities Act (ADA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and COBRA, as well as all, Florida-mandated benefits.
- 4.13 Provide to the County, immediately upon County request, at no additional cost:
Annual Premium vs. Paid Claims Activity Reports which shall be segregated by active employees, retirees, and further categorized with dependents and COBRA beneficiaries identified separately (active and retirees).
- 4.14 The dental plan shall be administered on a self-accounting premium rate remittance basis. The Contractor shall accept Miami-Dade generated self-billing statements.
- 4.15 Accept bi-weekly bank wire-transfers of premium payments, in accordance with County paydays. Premiums are remitted in arrears. A grace period of 30 days for active and paid leave status employees shall be provided. The Contractor shall provide a 60 day grace period for the bi-weekly remittance of premiums for employees on "leave without pay" status.
- 4.16 Pursue Coordination of Benefits (COB) before payment of claims to provide participants as much coverage as possible while at the same time eliminating over insurance.
- 4.17 Monitor over-age dependent children status and compliance with Florida Statutes addressing coverage. The Contractor's plan shall request satisfactory proof of the eligibility of dependent children over the limiting age of 19 for all dental plans. Dependent children losing group coverage due to age must be notified of their COBRA rights.
- 4.18 Provide all COBRA administration, including mailing of initial COBRA notification after receiving notification of qualifying event from the County. The Contractor shall provide a "COBRA-like" (18 months for termination and 36 months for other events) benefit to Domestic Partners and their dependent children involuntarily losing group coverage. These required services include billing of beneficiaries and collection of appropriate premiums. Contractor shall provide COBRA participants who exhaust coverage, the opportunity to purchase a dental conversion policy.
- 4.19 Mail HIPAA Notices of Privacy Practices to new enrollees. The Contractor shall also provide HIPAA Certificates of Coverage directly to members losing group coverage, if required by law.
- 4.20 Assign a designated account representative with full account management capabilities. The account representative shall assist the County in the administration of the plan, facilitate services for employees, obtain the appropriate resolution of claims issues, and provide any other related and requested services.
- 4.21 Provide participants the standard grievance procedure for member's claim disputes, when services are denied.

- 4.22 Screen enrollment submissions for dependent eligibility and notify the County of changes, if any, in premium deductions.
- 4.23 If the Contract is terminated at any time during the contract period, Contractor shall transfer to the County all data and records necessary to administer the dental plan in the format and media requested by the County within 15 days of termination date. The Contractor shall pay claims for all covered members/participants who incurred dental services under Contract prior to the termination date.
- 4.24 Comply with all Federal, State and Local reporting requirements.
- 4.25 Assume financial responsibility for overpayments due to Contractor errors.
- 4.26 Establish and maintain necessary resources to promptly answer all telephone and written inquires from members regarding any aspect of the dental plan.
- 4.27 Maintain and provide access to on-line claims history for participants/members and the County for a period of no less than three years.
- 4.28 Provide a customized website to include information on County specific benefits, participating providers, claims status and printing temporary member ID cards.
- 4.29 Upon termination of Contract, the County, employees, and retirees, as applicable, will owe any premiums outstanding prior to the effective date of the termination.
- 4.30 Allow 12 months from effective date of Contract termination for participants/members to submit claims for services rendered. Such claims shall be processed and paid pursuant to this Contract.
- 4.31 Provide an onsite customer service representative, at the County's direction, with access to eligibility and claims status, etc.

Appendix B

PRICE SCHEDULE

PREMIUM STRUCTURE:

The following are the monthly rates to provide the Indemnity Dental Plan which includes all services specified in the Scope of Services (Appendix A) in accordance with the tables below.

PREMIUMS - INDEMNITY

| 2010 Plan Year (1/1/10-12/31/10) | |
|-------------------------------------|---------------|
| Standard | |
| Tier | Monthly Rate |
| Employee only | \$ 31.22 |
| Employee + 1* | \$ 61.76 |
| Employee + 2 or More* | \$ 99.55 |
| Enriched | |
| Tier | Monthly Rates |
| Employee only | \$ 40.87 |
| Employee + 1* | \$ 80.81 |
| Employee + 2 or More* | \$130.30 |

| 2011 Plan Year (1/1/11-12/31/11) | |
|-------------------------------------|---------------|
| Standard | |
| Tier | Monthly Rate |
| Employee only | \$ 31.22 |
| Employee + 1* | \$ 61.76 |
| Employee + 2 or More* | \$ 99.55 |
| Enriched | |
| Tier | Monthly Rates |
| Employee only | \$ 40.87 |
| Employee + 1* | \$ 80.81 |
| Employee + 2 or More* | \$130.30 |

| 2012 Plan Year (1/1/12-12/31/12) | |
|-------------------------------------|---------------|
| Standard | |
| Tier | Monthly Rate |
| Employee only | \$ 31.22 |
| Employee + 1* | \$ 61.76 |
| Employee + 2 or More* | \$ 99.55 |
| Enriched | |
| Tier | Monthly Rates |
| Employee only | \$ 40.87 |
| Employee + 1* | \$ 80.81 |
| Employee + 2 or More* | \$130.30 |

*Tier rates "Employee + 1" and "Employee + 2 or More" includes employee rate.

Notes:

- (1) Compensation to the Contractor shall be based on the actual enrollment of employees in the plan. The County does not guarantee any enrollment figures.
- (2) The monthly rates are guaranteed and not subject to increase during the initial term of the Contract (through December 31, 2012).
- (3) For all plan years, the Contractor shall evaluate the rates by June 30th and advise the County whether there is a potential to reduce rates for the next plan year based on actual utilization. The Contractor shall also advise the County of its recommended reduced rates, if any. If there is a potential to reduce the rates, the Contractor and the County shall negotiate the new reduced rates.
- (4) The rates for the optional Plan Years 2013 and 2014 shall be negotiated but shall not exceed the rate increase cap of 7%. The Contractor shall advise the County of the recommended rates for each optional year 180 days in advance of the County's open enrollment for that optional year, providing justification for any recommended rate increases above the previous year's rates. Decreases to the rates are allowed pursuant to item 3.
- (5) The pricing for the optional Plan Year 2015 shall be negotiated. The Contractor shall advise the County by January 1, 2014 of the recommended rates for the optional year providing justification for any recommended rate increases above the previous year's rates.
- (6) The rates are all-inclusive; no add-on charges for services are allowed.
- (7) Rates are without commissions, as commissions shall not be included in the County rates.
- (8) Rates will not be adjusted at anytime during the plan year unless Miami-Dade County requests and agrees to off-anniversary changes in writing.

Performance Guarantees

These performance guarantees shall be measured on an annual basis utilizing statistical data gathered through monthly and quarterly report tracking. Any payment due to the County in accordance with the performance guarantees must be made in the form of a check within thirty (30) days of verified results based on the Contractor's internal audits reports. Contractor shall have the ability to self report within forty-five (45) days from plan year end. The reports and administration may be subject to an independent third party audit at the County's discretion. If the County finds it necessary to conduct such an audit, performance guarantees will apply to the results of said audit.

| Performance Criteria | Performance Standards | Plan Year 2010 | Plan Year 2011 | Plan Year 2012 and all options to renew /extend |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|-------------------------------------------------|
| | | Premium at Risk | | |
| IMPLEMENTATION | Contractor shall fully implement dental plan for the effective date of January 1, 2010 | 0.8% | N/A | N/A |
| OPEN ENROLLMENT DELIVERABLES | Contractor shall meet the County's schedule for the distribution of plan materials, attendance at regional meetings, printing, eligibility of file update, and any other deliverables identified in County's schedule. | N/A | .55% | 0.3% |
| CLAIMS ADMINISTRATION | | | | |

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Appendix C

| Performance Criteria | Performance Standards | Plan Year 2010 | Plan Year 2011 | Plan Year 2012 and all options to renew /extend. |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|--------------------------------------------------|
| | | Premium at Risk | | |
| Liquidated Damages as percentage of total premium for the years | | | | |
| Claim Turnaround Time (Based on clean and denied claims only) | <ul style="list-style-type: none"> - 90% processed within 15 calendar days - 100% within 30 calendar days - Pending claims not to exceed 6%-8% of processed claims | 0.3% | 0.3% | 0.3% |
| Claim Financial Accuracy | <ul style="list-style-type: none"> • 99% rate of accuracy: Miami-Dade County specific claims | 0.1% | 0.1% | 0.1% |
| PROVIDER NETWORK | | | | |
| Network Turnover | <ul style="list-style-type: none"> • Network turnover - less than 15% annually within client service area (turnover is defined as any withdrawal from the network for reasons other than illness, death, or quality) | 0.1% | 0.1% | 0.1% |
| MEMBER SERVICES | | | | |
| SATISFACTION | <ul style="list-style-type: none"> Contractor shall obtain a positive response rate (satisfied or very satisfied) of 75% on County approved specific satisfaction survey at Contractor's expense - Prompt notice of state/federal law changes | 0.4% | 0.4% | 0.4% |
| CLIENT SERVICE TEAM STANDARDS | | | | |

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Appendix C

| Performance Criteria | Performance Standards | Plan Year 2010 | Plan Year 2011 | Plan Year 2012 and all options to renew /extend |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|-------------------------------------------------|
| (subjective measures are included in this category) | <ul style="list-style-type: none"> - Delivery of contracts and amendments prior to effective dates for review and signatures - Attendance at regularly scheduled meetings as determined by the County - Meeting service quality as determined by the County - Prompt (within 2 business days) solutions to problems | 0.2% | 0.2% | 0.2% |
| ID CARDS TO EMPLOYEES ON INITIAL ENROLLMENT | 90% mailed within 10 business days from receipt of eligibility file/notice | 0.1% | 0.1% | 0.1% |
| ID CARDS TO EMPLOYEE FOR CHANGES AND NEW HIRES | 90% mailed within 10 business days from receipt of eligibility file/notice | 0.1% | 0.1% | 0.1% |
| DRAFT BROCHURES FOR COUNTY APPROVAL | 45 days prior to scheduled release date | 0.1% | 0.1% | 0.1% |
| FINAL BROCHURES AND BENEFIT BOOKLETS FOR 5 PM ENROLL | 5 business-day turn-around after receiving draft back from the County | 0.1% | 0.1% | 0.1% |
| Premium at Risk | | | | |
| Liquidated Damages as percentage of total premium for the years | | | | |

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Appendix C

| Performance Criteria | Performance Standards | Plan Year 2010 | Plan Year 2011 | Plan Year 2012 and all options to renew /extend |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| | | Premium at Risk | | |
| Liquidated Damages as percentage of total premium for the years | | | | |
| DISTRIBUTION | | | | |
| TELEPHONE RESPONSE ANSWER TIME | 90% within 35 seconds | 0.1% | 0.1% | 0.1% |
| RESPONSIVENESS TO WRITTEN CORRESPONDENCE | 100% acknowledged within 7 business days; 95% resolved within 30 business days | 0.1% | 0.1% | 0.1% |
| Total Premium at Risk | | Percent of premium : 2.5% Capped at annual value not to exceed: \$500,000 | Percent of premium : 2.25% Capped at annual value not to exceed: \$450,000 | Percent of premium : 2.0% Capped at annual value not to exceed: \$400,000 |

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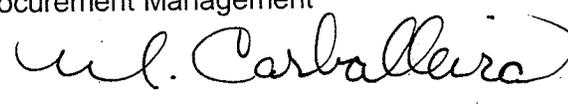
Memorandum

MIAMI-DADE
COUNTY

Date: June 22, 2009

To: George M. Burgess
County Manager

Through: Miriam Singer, CPPD 
Director
Department of Procurement Management

From: Maria Carballeira 
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 673
Employee Group Dental Insurance Program (Indemnity Plan)

The County issued Request for Proposals (RFP) No. 673 to obtain proposals for a voluntary multi-option, fully insured employee group dental insurance program utilizing both prepaid and indemnity plan designs. The RFP allowed for selection of up to two providers for the pre-paid plans and one provider for the indemnity plan. Three separate requests for responsive determinations were forwarded to the County Attorney's Office. The proposals received for the indemnity plan design from Aetna Life Insurance Company, Guardian Life Insurance Company, Metropolitan Life Insurance Company, Standard Insurance Company and United Concordia Insurance Company, and all of the proposals for the prepaid plan, did not meet the submission requirements and were deemed non-responsive as evidenced in the County Attorney's Office correspondence dated April 24, May 4, and May 17, 2009 (attached hereto).

With the majority of the proposals received in response to the solicitation being non-responsive for varying reasons, the evaluation process was stopped to allow for the County to consider its options. It was determined that rejecting proposals and re-advertising would allow the County to reissue a solicitation to ensure the non-responsiveness issues raised in the County Attorney's Office opinions were considered and to amplify competition. A recommendation to reject all proposals was filed with the Clerk of the Board and no protests were received. The recommendation was submitted to the Budget, Planning and Sustainability (BPS) Committee at the June 9, 2009 meeting. At that meeting, the BPS Committee asked the County to follow its process in regard to initiating negotiations with the highest ranked responsive proposer for the indemnity plan. Furthermore, the BPS Committee directed that in the event the price offer was not better than the current pricing (rates) available through the incumbent (with the services level remaining the same), the rejection item should be brought back to the BPS Committee with the original one year extension of the current plan recommended by staff. Accordingly, the Evaluation/Selection Committee was reconvened on June 17, 2009 to obtain a recommendation for the indemnity plan.

The Evaluation/Selection Committee completed evaluation of the indemnity plan proposals submitted in response to the referenced RFP following the guidelines published in the solicitation.

Committee meeting dates:

March 30, 2009 (kick-off meeting)
April 20, 2009 (evaluation meeting – indemnity proposals reviewed)
April 24, 2009 (evaluation meeting – indemnity and pre-paid proposals reviewed, final scoring of all proposals, Committee's recommendation)
June 17, 2009 (reconvened Committee for recommendation on indemnity plan) 65

Verification of compliance with contract measures:

Not applicable. The Review Committee recommended no measures for this solicitation as the funding source includes employee contributions.

Verification of compliance with minimum qualification requirements:

Minimum qualifications were reviewed by the Chairperson. The three proposals ranked herein by the Evaluation/Selection Committee met the requirements.

Summary of scores:

The technical proposal scores are as follows:

| Proposer | Technical Score |
|------------------------------------|----------------------------|
| | <i>(max. 4000)</i> |
| 1. Dental Benefit Providers, Inc. | 2771 |
| 2. Delta Dental Insurance Company | 2607 |
| 3. Humana Dental Insurance Company | 2484 |

Price proposals were reviewed for the top two responsive proposers remaining in the zone of consideration based on their technical scores, after the review and scoring of technical proposals.

The final scores are as follows:

| Proposer | Technical Score | Price Score | Total Combined Score | Annual Price Submitted |
|-----------------------------------|----------------------------|------------------------|-------------------------------------|----------------------------------------------------------|
| | <i>(max. 4000)</i> | <i>(max. 1000)</i> | <i>(max.5000)</i> | <i>(guaranteed for initial three Plan Years)</i> |
| 1. Dental Benefit Providers, Inc. | 2771 | 645 | 3416 | \$22,278,732.48 |
| 2. Delta Dental Insurance Company | 2607 | 766 | 3373 | \$19,416,801.12 |

The Evaluation/Selection Committee did not hold oral presentations, as the proposals did not require further clarification.

Consensus Statement: The Evaluation/Selection Committee determined that the recommended proposer, Dental Benefit Providers, Inc., has the capacity to provide the indemnity plan design for the County's Employee Group Dental Insurance Program, as evidenced by their proposal. Dental Benefit Providers, Inc. possesses the experience, key personnel and technical capacity to meet the needs of the County and its employees.

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Local Preference:

Local Preference was considered in accordance with the applicable ordinance and affected the outcome. Both proposers claimed the Local Preference benefit. The highest ranked proposer, Dental Benefit Providers, Inc. did not provide a Local Business Tax Receipt for the work to be performed in the name of the Proposer. Rather, the proposer provided a Broward County Local Business Tax Receipt in the name of United Healthcare of Florida, Inc. and indicated that both companies are owned by UnitedHealth Group Inc. The second ranked proposer, Delta Dental Insurance Company, was within 5% of the highest ranked firm, met the Local Preference requirements, and is therefore being recommended for negotiations. The application of Local Preference was reviewed with the County Attorney's Office (CAO) to ensure the application is consistent with the legal interpretation of the Code (copy attached). The CAO concurred that the highest ranked proposer did not meet the Local Preference requirements, and that the second ranked proposer does meet the eligibility requirement to receive the benefit.

Negotiations:

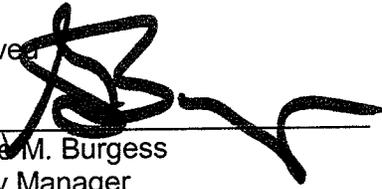
The Evaluation/Selection Committee recommended that the County enter into negotiations with the highest ranked proposer, Dental Benefit Providers, Inc. Notwithstanding the Evaluation/Selection Committee's recommendation, Section 2-8.5 of the Miami-Dade County Code states: "If, following the completion of final rankings (technical and price combined, if applicable) by the selection committee, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within five percent of the ranking obtained by the non-local proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code." Accordingly, it is recommended that the County enter into negotiations with Delta Dental Insurance Company in compliance with the Local Preference policy.

The following individuals will participate in the negotiations:

- Maria Carballeira, Procurement Contracting Officer, DPM
- Hazel Grace-Dansoh, Benefits Manager, GSA
- Tala Teymour, Benefits Manager, Jackson Health Systems/Public Health Trust
- Marsha Pascual, Risk Management Division Director, GSA (alternate)

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved


George M. Burgess
County Manager

Date

Not Approved

George M. Burgess
County Manager

Date

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RFP NO. 673
EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
EVALUATION OF PROPOSALS

COMPOSITE - VENDORS MOVED FORWARD FOR PRICING CONSIDERATION

| SELECTION CRITERIA | PROPOSERS | Maximum Points Per Member | Maximum Total Points (5 members) | Dental Benefit Providers, Inc. | Delta Dental Insurance Company |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------|----------------------------------|--------------------------------|--------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 750 | 536 | 504 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 250 | 169 | 168 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 500 | 351 | 318 |
| Member Services | | 100 | 500 | 355 | 354 |
| Claims Administration | | 200 | 1000 | 680 | 612 |
| Quality Assurance/Utilization Management | | 200 | 1000 | 680 | 651 |
| Technical Points (Total of technical rows above) | | 800 | 4000 | 2771 | 2607 |
| Proposer's Proposed Indemnity Plan Price Schedule (Form B-1) (Price Points) | | 200 | 1000 | 645 | 766 |
| TOTAL POINTS (Technical + Price) | | 1000 | 5000 | 3416 | 3373 |

SIGNATURE: [Signature] PRINT NAME: Manuel DATE: 6/17/09

Chairperson: [Signature] Karen Bethel

Reviewed By: [Signature]

RFP NO. 673
**EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
 EVALUATION OF PROPOSALS**

MARSHA PASCUAL (GSA)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Delta Dental Insurance Company | Dental Benefit Providers, Inc. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|--------------------------------------|-----------------------------------|
| Proposer's relevant experience, qualifications, and past performance | | 150 | 113 | 121 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 38 | 39 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 88 | 96 |
| Member Services | | 100 | 79 | 95 |
| Claims Administration | | 200 | 142 | 160 |
| Quality Assurance/Utilization Management | | 200 | 146 | 140 |
| Total Technical Points <i>(Total of technical rows above)</i> | | 800 | 606 | 651 |
| Proposer's Proposed Indemnity Plan Price Schedule (Form B-1) <i>(Price Points)</i> | | 200 | 150 | 100 |
| TOTAL POINTS <i>(Technical + Price)</i> | | 1000 | 756 | 751 |

RFP NO. 673
**EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
 EVALUATION OF PROPOSALS**

MERRIE GONZALEZ (GSA)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Delta Dental Insurance Company | Dental Benefit Providers, Inc. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|--------------------------------------|-----------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 60 | 90 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 20 | 25 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 50 | 40 |
| Member Services | | 100 | 55 | 45 |
| Claims Administration | | 200 | 100 | 100 |
| Quality Assurance/Utilization Management | | 200 | 100 | 120 |
| Total Technical Points (Total of technical rows above) | | 800 | 385 | 420 |
| Proposer's Proposed Indemnity Plan Price Schedule (Form B-1) (Price Points) | | 200 | 165 | 150 |
| TOTAL POINTS (Technical + Price) | | 1000 | 550 | 570 |

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RFP NO. 673
**EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
 EVALUATION OF PROPOSALS**

RAYMOND WHITE (HR)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Delta Dental Insurance Company | Dental Benefit Providers, Inc. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|--------------------------------------|-----------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 145 | 145 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 35 | 35 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 60 | 85 |
| Member Services | | 100 | 85 | 85 |
| Claims Administration | | 200 | 170 | 175 |
| Quality Assurance/Utilization Management | | 200 | 165 | 180 |
| Total Technical Points <i>(Total of technical rows above)</i> | | 800 | 660 | 705 |
| Proposer's Proposed Indemnity Plan Price Schedule (Form B-1) <i>(Price Points)</i> | | 200 | 145 | 120 |
| TOTAL POINTS <i>(Technical + Price)</i> | | 1000 | 805 | 825 |

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RFP NO. 673
EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
EVALUATION OF PROPOSALS

TALA TEYMOUR (JHS)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Delta Dental Insurance Company | Dental Benefit Providers, Inc. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|--------------------------------|--------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 91 | 90 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 35 | 40 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 60 | 70 |
| Member Services | | 100 | 75 | 70 |
| Claims Administration | | 200 | 120 | 125 |
| Quality Assurance/Utilization Management | | 200 | 120 | 120 |
| Total Technical Points <i>(Total of technical rows above)</i> | | 800 | 501 | 515 |
| Proposer's Proposed Indemnity Plan Price Schedule (Form B-1) <i>(Price Points)</i> | | 200 | 161 | 140 |
| TOTAL POINTS <i>(Technical + Price)</i> | | 1000 | 662 | 655 |

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RFP NO. 673
**EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
 EVALUATION OF PROPOSALS**

JEANISE CUMMINGS-LABOSSIERE (SBD)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Delta Dental Insurance Company | Dental Benefit Providers, Inc. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|--------------------------------------|-----------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 95 | 90 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 40 | 30 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 60 | 60 |
| Member Services | | 100 | 60 | 60 |
| Claims Administration | | 200 | 80 | 120 |
| Quality Assurance/Utilization Management | | 200 | 120 | 120 |
| Total Technical Points <i>(Total of technical rows above)</i> | | 800 | 455 | 480 |
| Proposer's Proposed Indemnity Plan Price Schedule (Form B-1) (Price Points) | | 200 | 145 | 135 |
| TOTAL POINTS <i>(Technical + Price)</i> | | 1000 | 600 | 615 |

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RFP NO. 673
**EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
 EVALUATION OF PROPOSALS**

COMPOSITE - PREPRICE SCORES

| SELECTION CRITERIA | PROPOSERS | Maximum Points Per Member | Maximum Total Points (5 members) | Dental Benefit Providers, inc. | Delta Dental Insurance Company | HumanaDental Insurance Company |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------|----------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 750 | 536 | 504 | 450 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 250 | 169 | 168 | 170 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 500 | 351 | 318 | 308 |
| Member Services | | 100 | 500 | 355 | 354 | 306 |
| Claims Administration | | 200 | 1000 | 680 | 612 | 598 |
| Quality Assurance/Utilization Management | | 200 | 1000 | 680 | 651 | 652 |
| Total Technical Points | | 800 | 4000 | 2771 | 2607 | 2484 |

SIGNATURE:

PRINT NAME:

DATE:

Maria Carballera

Chairperson

Maria Carballera 6/18/09

Chairperson

Paul P. Bethel 6/18/09

Reviewed By

Reviewed By

RFP NO. 673
**EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
 EVALUATION OF PROPOSALS**

MARSHA PASCUAL (GSA)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Dental Benefit Providers, Inc. | Delta Dental Insurance Company | HumanaDental Insurance Company |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|-----------------------------------|--------------------------------------|--------------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 121 | 113 | 85 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 39 | 38 | 33 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 96 | 88 | 78 |
| Member Services | | 100 | 95 | 79 | 66 |
| Claims Administration | | 200 | 160 | 142 | 138 |
| Quality Assurance/Utilization Management | | 200 | 140 | 146 | 132 |
| Total Technical Points | | 800 | 651 | 606 | 532 |

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RFP NO. 673
EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
EVALUATION OF PROPOSALS

MERRIE GONZALEZ (GSA)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Dental Benefit Providers, Inc. | Delta Dental Insurance Company | HumanaDental Insurance Company |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|-----------------------------------|--------------------------------------|--------------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 90 | 60 | 50 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 25 | 20 | 20 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 40 | 50 | 20 |
| Member Services | | 100 | 45 | 55 | 25 |
| Claims Administration | | 200 | 100 | 100 | 80 |
| Quality Assurance/Utilization Management | | 200 | 120 | 100 | 100 |
| Total Technical Points | | 800 | 420 | 385 | 295 |

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RFP NO. 673
EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
EVALUATION OF PROPOSALS

RAYMOND WHITE (HR)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Dental Benefit Providers, Inc. | Delta Dental Insurance Company | HumanaDental Insurance Company |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|--------------------------------|--------------------------------|--------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 145 | 145 | 145 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 35 | 35 | 47 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 85 | 60 | 80 |
| Member Services | | 100 | 85 | 85 | 85 |
| Claims Administration | | 200 | 175 | 170 | 175 |
| Quality Assurance/Utilization Management | | 200 | 180 | 165 | 165 |
| Total Technical Points | | 800 | 705 | 660 | 697 |

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RFP NO. 673
EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
EVALUATION OF PROPOSALS

TALA TEYMOUR (JHS)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Dental Benefit Providers, Inc. | Delta Dental Insurance Company | Humana Dental Insurance Company |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|--------------------------------|--------------------------------|---------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 90 | 91 | 80 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 40 | 35 | 35 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 70 | 60 | 70 |
| Member Services | | 100 | 70 | 75 | 70 |
| Claims Administration | | 200 | 125 | 120 | 125 |
| Quality Assurance/Utilization Management | | 200 | 120 | 120 | 135 |
| Total Technical Points | | 800 | 515 | 501 | 515 |

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RFP NO. 673
**EMPLOYEE GROUP DENTAL INSURANCE PROGRAM - INDEMNITY PLAN DESIGN
 EVALUATION OF PROPOSALS**

JEANISE CUMMINGS-LABOSSIERE (SBD)

| SELECTION CRITERIA | PROPOSERS | Maximum Points | Dental Benefit Providers, Inc. | Delta Dental Insurance Company | HumanaDental Insurance Company |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|-----------------------------------|--------------------------------------|--------------------------------------|
| Proposer's relevant experience, qualifications, and past Performance | | 150 | 90 | 95 | 90 |
| Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors | | 50 | 30 | 40 | 35 |
| Proposer's approach to providing the services requested in this Solicitation | | 100 | 60 | 60 | 60 |
| Member Services | | 100 | 60 | 60 | 60 |
| Claims Administration | | 200 | 120 | 80 | 80 |
| Quality Assurance/Utilization Management | | 200 | 120 | 120 | 120 |
| Total Technical Points | | 800 | 480 | 455 | 445 |

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Memorandum



Date: February 24, 2009

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the General Services Administration Department
Request for Proposals for Employee Group Dental Insurance Program - RFP No.
RQGS0900008

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the General Services Administration Department Request for Proposals for Employee Group Dental Insurance Program - RFP No. RQGS0900008:

Selection Committee

Maria Carballeira, DPM, Non-Voting Chairperson
Marsha Pascual, GSA
Merrie Gonzalez, GSA
Raymond White, HR
Tala Teymor, Jackson Health Systems
Jeanise Cummings-Labossiere, SBD
William Foster, MDT (Alternate)

Technical Advisor (Non-Voting)

Hazel Grace-Dansoh, GSA

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

- c: Miriam Singer, Director, DPM
- Wendi Norris, Director, GSA
- Angela Maher, Director, HR
- Eugene Bassett, Interim Chief Operating Officer, JHS
- Harpal Kapoor, Director, MDT
- Penelope Townsley, Director, SBD

Selection Committee

Maria Carballeira, DPM, Non-Voting Chairperson
Marsha Pascual, GSA
Merrie Gonzalez, GSA
Raymond White, HR
Tala Teymor, Jackson Health Systems
Jeanise Cummings-Labossiere, SBD
William Foster, MDT (Alternate)

Technical Advisor (Non-Voting)

Hazel Grace-Dansoh, GSA

**SELECTION COMMITTEE
GENERAL SERVICES ADMINISTRATION DEPARTMENT
REQUEST FOR PROPOSALS
EMPLOYEE GROUP DENTAL INSURANCE PROGRAM**

RFP NO. RQGS0900008

| Committee Member/ Title | Department | Start Year With County | Ethnicity/ Gender | Education | Professional Licenses | Telephone # |
|-----------------------------------------------------------------------|-------------------|---------------------------------------|------------------------------|-------------------------------------------------------------------------------|----------------------------------|--------------------|
| Maria Carballeira Non-Voting Chairperson | DPM | -- | -- | -- | -- | (305) 375-5866 |
| Marsha Pascual, Director Risk Management Division | GSA | 1980 | White Female | Bachelor of Business Administration | None | (305) 375-4281 |
| Merrie Gonzalez Benefits Administrator | GSA | 1996 | Hispanic Female | Bachelor of Business Administration | None | (305) 375-1074 |
| Raymond White, Manager, Employee Support Services | HR | 1986 | Black Male | Master of Science in Social Work, Bachelor of Science in Social Work | LCSW | (305) 375-3293 |
| Tala Teymor, Manager, Employee Benefits, Jackson Health Systems | JHS | 2002 | White Female | Bachelor of Business Administration and Economics | CBP | (786) 466-8384 |
| Jeanise Cummings- Labossiere, Administrative Officer 3 | SBD | 1993 | Black Female | Bachelor of Public Administration | None | (305) 375-3116 |
| William Foster, Chief Human Resources (Alternate) | MDT | 1979 | White Male | Bachelor of Arts | None | (786) 469-5217 |
| TECHNICAL ADVISORS (NON-VOTING) | | | | | | |
| Hazel Grace-Dansoh Insurance Benefits Manager | GSA | 1982 | Black Female | Master of Business Administration, Bachelor of Arts in Management | None | (305) 375-4288 |

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SUPPLEMENTAL AGREEMENT NO. 2

Contract Number: **421a**

Contract Title: **Employee Group Dental Program (ADP)**

Contractor: **CompBenefits Corporation
5775 Blue Lagoon Drive
Suite #400
Miami, Florida 33126-2034**

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, becomes part of the Contract and effective upon execution shall:

- 1. Add the following language to the end of existing Article 5, Contract Term:

This Contract may be extended by the County and the Contractor, upon approval by the Board of County Commissioners.

- 2. Provide for the Contract to be extended on January 1, 2010, for a period of one year.
- 3. Incorporate the "Price Schedule for Plan Year 2010" attached hereto into the Contract to reflect the applicable rate structure for the Contract extension period from January 1, 2010 through December 31, 2010.

All terms, covenants and conditions of the original Contract and any Supplemental Agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. 421a effective as of the date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary

Attest: _____
Clerk of the Board

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Corporate Seal/Notary

Approved as to form
and legal sufficiency

Assistant County Attorney

SUPPLEMENTAL AGREEMENT NO. 2

Contract Number: **421b**

Contract Title: **Employee Group Dental Program (OHS)**

Contractor: **CompBenefits Corporation
5775 Blue Lagoon Drive
Suite #400
Miami, Florida 33126-2034**

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, becomes part of the Contract and effective upon execution shall:

- 1. Add the following language to the end of existing Article 5, Contract Term:

This Contract may be extended by the County and the Contractor, upon approval by the Board of County Commissioners.

- 2. Provide for the Contract to be extended on January 1, 2010, for the period of one year.
- 3. Incorporate the "Price Schedule for Plan Year 2010" attached hereto into the Contract to reflect the applicable rate structure for the Contract extension period from January 1, 2010 through December 31, 2010.

All terms, covenants and conditions of the original Contract and any Supplemental Agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. 421b effective as of the date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Attest: _____
Corporate Secretary/Notary

Attest: _____
Clerk of the Board

Corporate Seal/Notary

Approved as to form
and legal sufficiency

Assistant County Attorney