

Date: September 21, 2010

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

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. RFP724: Employee Group
Legal Services Program

Agenda Item No. 8(O)(1)(A)

George M. Burgess

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to provide an Employee Group Legal Services Program.

CONTRACT NO: RFP724

CONTRACT TITLE: Employee Group Legal Services Program

DESCRIPTION: To establish a contract for an Employee Group Legal Services Program consisting of affordable prepaid legal services for Miami-Dade County employees and their eligible dependents. Retirees are not eligible to participate in the group legal services plan.

TERM: The term of the contract shall be from effective date until December 31, 2015 to provide for five plan years. Thereafter, the contract has one, two-year option-to-renew.

APPROVAL TO ADVERTISE: April 15, 2010

CONTRACT AMOUNT: \$12,392,000 for the initial five plan years. The amount is dependent upon enrollment. This contract is fully funded by the employees participating in the program.

If the County exercises the one, two-year option-to-renew, the total contract value will be \$17,349,000.

PREVIOUS CONTRACT AMOUNT: \$2,506,000 per year, depending upon enrollment

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation	Funding Source	Contract Manager
General Services Administration	\$12,392,000	Employee Funded Insurance Trust Fund	Marsha Pascual

The allocation and funding source have been reviewed and approved by the Office of Strategic Business Management. There is no fiscal impact beyond what is stated in this award recommendation.

DPM AGENT/OFFICER: Maria Carballeira, Department of Procurement Management

METHOD OF AWARD: Awarded to the recommended responsive, responsible vendor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used. The highest ranked proposer is recommended for award.

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
ARAG Insurance Company (Non-local Vendor)	400 Locust Street Suite 480 Des Moines, IA 50309	Joerg Schwarze

VENDORS NOT RECOMMENDED FOR AWARD:

The following vendors were not recommended for award based on their scores and ranking.

Hyatt Legal Plans of Florida, Inc.
U. S. Legal Services, Inc.
Pre-Paid Legal Services, Inc. of Florida

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

CONTRACT MEASURES: The Department of Small Business Development determined that no measures would be applied due to the funding source.

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 these services are exempt.

LOCAL PREFERENCE: The Local Preference was applied in accordance with the Ordinance and did not affect the outcome.

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten business days after date adopted by the Board of County Commissioners, unless vetoed by Mayor.

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DELEGATED AUTHORITY:

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

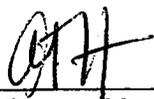
BACKGROUND

The current contract for the Employee Group Legal Services Program has been in place since July 2005, with insurance coverage beginning Plan Year 2006 (effective January 1 – December 31). The contract expires on December 31, 2010. The successor contract must be in place in advance of the employee benefits open enrollment in the Fall 2010.

The County issued a solicitation to obtain proposals from qualified firms to provide a Legal Services Program (Program) to be effective January 1, 2011. The Program offers a voluntary, fully-insured legal services plan to employees and their eligible dependents. Employees who elect to participate in the Program pay the full-cost of the premium. Benefits include professional legal assistance with covered services. The covered services include, but are not limited to, consumer protection, personal non-business bankruptcy, wills and durable power of attorney, dissolution of marriage and representation at trial.

The Program provides in-network and non-network attorneys' fees. For in-network attorneys, the full-cost of the attorney fees for covered services is paid by the Program. For non-network attorneys, the participant will be reimbursed for the attorney fees for covered services up to established amounts. The Program cannot be utilized by participants for actions or disputes against their employer, the plan underwriter, or any party when coverage is prohibited by law, or for matters arising out of the employee's employment.

The recommended contract has lower rates than the current contract with the same level of benefits. The rates are guaranteed, with no increases, for the initial five plan years. The rates for the two-year option-to-renew period will be negotiated within a not-to-exceed increase of seven percent. The contract includes performance guarantees that set standards of performance for meeting the implementation schedule, open enrollment deliverables, claims administration, member services, and telephone response. The guarantees require payment penalties to the County for failure to meet performance standards.



Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss **DATE:** September 21, 2010
and Members, Board of County Commissioners

FROM: R. A. Cuevas, Jr. **SUBJECT:** Agenda Item No. 8(O)(1)(A)
County Attorney *[Signature]*

Please note any items checked.

- _____ "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
- _____ Ordinance creating a new board requires detailed County Manager's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved

 Mayor

Agenda Item No. 8(O)(1)(A)
9-21-10

Veto

Override

RESOLUTION NO. R-943-10

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AMOUNT OF \$12,392,000 WITH ARAG INSURANCE COMPANY TO OBTAIN AN EMPLOYEE GROUP LEGAL SERVICES PROGRAM, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP724

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 execution of an agreement in the amount of \$12,392,000 with ARAG Insurance Company, 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 foregoing resolution was offered by Commissioner **Katy Sorenson** who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of September, 2010. 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.

Edward Z. Shafer

Employee Group Legal Services Program

Contract No. RFP724

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between ARAG Insurance Company , a corporation organized and existing under the laws of the State of Iowa, having its principal office at 400 Locust Street, Suite 480, Des Moines, IA 50309(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 an Employee Group Legal Services Program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 724 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 April 22, 2010, 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 Employee Group Legal Services Program 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:

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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 Guarantee Provisions (Appendix C), RFP No. 724 and all associated addenda and attachments, the Contractor's Proposal, 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 ARAG 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 "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) 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.
- l) 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 Guarantee Provisions), 3) Miami-Dade County's RFP No. 724 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, 2015. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of two (2) additional years. 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
 e-mail: MB16@miamidade.gov
 with a copy to: HGRACE@miamidade.gov

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

ARAG Insurance Company
400 Locust Street, Suite 480
Des Moines, IA 50309
Attention: David R. Murray, SVP, CFO, COO
Phone: 800-888-4184
Fax: 515-246-8710
E-mail: David.Murray@ARAGgroup.com

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, herein. The County shall have no obligation to pay the Contractor any additional sum in excess of applicable premium amounts collected from employees, 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, 2015). 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 Contract term, including any renewal or extension 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 unpaid leave of absence. The County retains the right, at all times, to self-bill. 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.

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 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.
 - 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.

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 acknowledges 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 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 created specifically for the County and 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 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:

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| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code)</p> <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. Subcontracting Practices
(Ordinance 97-35)</p> <p>12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)</p> <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>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:</p> <ul style="list-style-type: none"> ▪ 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

2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

16. Office of the Inspector General
(Section 2-1076 of the County Code)

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.

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2,

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 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, 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. Venue shall be Miami-Dade County.

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
 By: [Signature]
 Name: David R. Murray
 Title: SVP, CFO, COO
 Date: 5/28/2010
 Attest: [Signature]
 Corporate Secretary/Notary Public

Miami-Dade County
 By: _____
 Name: _____
 Title: _____
 Date: _____
 Attest: _____
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



Assistant County Attorney

SCOPE OF SERVICES

Appendix A

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, is contracting for a voluntary, fully-insured Employee Group Legal Services Program on a non-exclusive basis, which offers a complement of affordable prepaid legal services to approximately 30,000 employees and their eligible dependents throughout South Florida. The Plan effective date shall be January 1, 2011.

2. REQUIREMENTS

A. Minimum Requirement

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

B. Preferred Qualifications

The County has relied on the Contractor's Proposal to determine that Contractor has met the Preferred Qualifications.

- 1. Contractor's nationwide current book of business was not increased by more than 25% by the County's account.
- 2. Contractor possess at least five years of experience administering claims and providing similar services to those listed in the Scope of Services, Appendix A, for groups of 5,000 employees or greater.

The County reserves the right to review any firm which Contractor requests contract assignment, pursuant to Article 19, to determine whether the assignee meets the Preferred Qualifications.

3. GENERAL REQUIREMENTS AND SERVICES TO BE PROVIDED

A. Plan Requirements

The Contractor shall:

- 1. Provide an insured group legal services plan that offers a complement of affordable prepaid legal services for eligible County employees and their eligible dependents. The plan shall substantially match the County's 2010 plan provided as Attachment 2, Certificate of Insurance, in Request for Proposals (RFP) No. 724. All plan changes must be approved by the County. Updated 6.9.2010
- 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 days of active employment is also eligible. Coverage is effective the first day of the month following, or coincident to the 90 days of employment.

3. Adhere to an implementation schedule for January 1, 2011 effective date, with the initial open enrollment scheduled for the Fall of 2010. Adhere to an implementation schedule for subsequent Plan year annual open enrollment.
4. Adhere to Plan effective period: January 1st through December 31st.
5. Accept all County employees and eligible dependents enrolled in the current Program as of December 31, 2010 which shall be eligible for coverage with no actively at work exclusions.
6. Accept dependent eligibility definition as follows:
 - (a) Employee's spouse
 - (b) Domestic Partner (as defined and set forth in Section 11A-71 of the Code of Miami-Dade County)
 - (c) Unmarried dependent children, including the children of a domestic partner. Dependent children are eligible for coverage through the end of the calendar year turning age 19. Coverage may be extended to the end of the calendar year turning age 25 if the unmarried dependent child is dependent on the employee for financial support and resides in the employee's household or is a full time/part-time student.
7. Provide participant employees, while on County approved unpaid leave of absence, ability to continue bi-weekly contributions directly to the County.
8. Provide participant employees separating/terminating from County service the ability to purchase a conversion policy directly from the Contractor.

B. Administrative and Related Services

The Contractor shall perform the following administrative services:

1. Provide a customized website which includes information on participating providers and available benefits, along with a link, for posting through the County's benefits website.
2. Provide an appropriately staffed toll-free number for participant telephone consultation and customer service inquiries, Monday through Friday from at least 8:00 a.m. to 6:00 p.m. (local time).
3. Prepare a customized Policies and Procedures Manual for services requested herein, which will be utilized by the Contractor and the County.
4. Comply with Performance Guarantee Provisions. (See Performance Guarantee Provisions, Appendix C.)
5. Provide Annual Premiums vs. Claims Utilization Report which shall be segregated by service categories. Report shall be provided to the County within 45 days of the end of each Plan year. The County reserves the right to request additional reports on an as-needed basis, in addition to, a yearly survey to determine member satisfaction.
6. Provide Plan "rights of recovery" provisions.

7. Provide all other related services necessary to administer the Program.
8. Fulfill, upon expiration of this Contract, all responsibilities of the Plan year.

C. Premium Remittance

The Contractor shall accept premium remittance as follows:

The County will remit to the Contractor the total fees due for each participant at the end of each bi-weekly pay period accompanied by an electronic file and/or computer printout of enrolled employees' salary deductions. Employees pay the full cost for the Plan.

Employee salary deductions are bi-weekly in arrears and the Contractor shall take into its underwriting consideration the need for a 60 day grace period. The Contractor shall provide coverage for up to 60 days after non-payment of premium for employees on an approved leave of absence.

The Contractor shall allow retroactive premium adjustments and honor claims that are incurred within 120 days of termination of eligible employees who were inadvertently and incorrectly excluded from employer remittance reports.

D. Enrollment And Communication Materials

The Contractor shall:

1. Provide system interface and data format requirements necessary for accepting initial and ongoing enrollment and eligibility. The County primarily utilizes web enrollment for the annual benefits open enrollment and new hire enrollments. However, in some instances, paper forms may be utilized for employees unable to complete online enrollment. The Contractor shall accept the use of the County's Benefits Enrollment Form for the purpose of completing the enrollment process. The County shall retain final approval authority of the enrollment form to be utilized.
2. Accept the use of County's Change in Status Form for changes (e.g., additions and deletions).
3. Provide enrollment materials in sufficient quantities as determined by the County with additional supplies available throughout the Plan year as necessary. Annual open enrollment materials shall be shipped by the Contractor directly to the County locations for distribution to employees. The Contractor shall pay all applicable postage.
4. Mail new member materials, including ID cards, to all new enrollees' homes within 10 business days of Plan effective date (at no additional cost to the County). Contractor shall pay all applicable postage.
5. Provide sufficient Plan representatives, as necessary and requested by the County, for participation in open enrollment regional meetings (approximately 15 sites) and subsequent open enrollment period meetings on a schedule set by the County. The Contractor shall provide Plan representatives to attend meetings scheduled by the

County between annual open enrollment periods, for which reasonable notice will be given.

6. Provide at least 120 days prior to open enrollment effective date, or as determined by the County, the schedule of benefits to include in the County's benefits handbook. The County shall retain final approval authority of the benefit handbook.
7. Forward all employee communications to the County's Benefits Manager or designee for approval, in writing, prior to printing. The County retains the right to prohibit distribution of any material that present false or misleading statements which the County deems to be inappropriate.
8. Provide four (4) days, per plan year, of group legal related seminars, (i.e., estate planning, etc.) to employees subject to County approval.

E. Representations and Warranties

The Contractor shall:

1. Ensure that services will be administered on a uniform basis for all participants.
2. Ensure that at all times the network of attorneys shall be comprised of an adequate number of attorneys throughout the geographic area covered by the Plan to permit convenience of access and to provide satisfactory and timely legal services to covered participants.
3. Ensure that all attorneys on the panel are members in good standing with the State Bar Association in which the legal services are performed.

Appendix B

PRICE SCHEDULE

PREMIUM STRUCTURE:

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

Tier	Monthly Rate
Employee only	\$ 15.80
Employee + 1*	\$ 20.24
Employee + 2 or More*	\$ 20.82

*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 or participation.
- (2) The monthly rates are guaranteed and not subject to increase during the initial term of the Contract (through December 31, 2015).
- (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. Rate reductions will not take place anytime during the plan year unless Miami-Dade County requests and agrees to off-anniversary changes in writing.
- (4) The rates for the two year option to renew period (Plan Years 2016 and 2017) shall be negotiated but shall not exceed the rate increase cap of 7% over the initial term rates.

The recommended increase, if any, must be provided by the Contractor to the Project Manager by January 1st of the year prior to the start of the effected plan year (i.e., January 1, 2015 for plan year 2016) along with a justification of the Contractor's underwriting/actuarial methodology used to determine the new rates. Supporting loss ratio claims experience and utilization data shall be provided for the first four plan years to facilitate the County's renewal process. If no recommended increase is received by the set date, the rates shall remain the same for the two year option period. The County reserves the right to negotiate the amount of the increase (up to the cap) with the Contractor. Any extensions pursuant to Article 5 of the Agreement will be at the then current rates.

- (5) The rates are all-inclusive; no add-on charges for services are allowed.
- (6) Commissions shall not be included in the County rates.

updated 6.7.2010



APPENDIX C

Performance Guarantees Provisions

These performance guarantee provisions shall be measured on an annual basis utilizing statistical data gathered throughout the plan year by the Contractor. Any payment due to the County in accordance with the performance guarantee provisions shall be made in the form of a check within thirty (30) days of results based on the Contractor's reports. Contractor shall 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, stipulated performance guarantee provisions shall apply to the results of said audit.

Performance Criteria	Performance Standards	Plan Year 2011	Plan Year 2012	Plan Year 2013	Plan Year 2014	Plan Year 2015 and all options to renew /extensions	
		Premium at Risk					
IMPLEMENTATION	Contractor shall fully implement the legal services plan for the effective date of January 1, 2011	Percentage of total premium for the years					
		.25% of premium	N/A	N/A	N/A	N/A	
OPEN ENROLLMENT AND DELIVERABLES	Contractor shall meet the County's schedule for the distribution of plan materials, attendance at regional meetings, printing, eligibility file updates, and any other deliverables indentified in County's schedule.	.25% of premium	.25% of premium	.25% of premium	.25% of premium	.25% of premium	
CLAIMS ADMINISTRATION							

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APPENDIX C

Performance Criteria	Performance Standards	Plan Year 2011	Plan Year 2012	Plan Year 2013	Plan Year 2014	Plan Year 2015 and all options to renew /extensions
		Percentage of total premium for the years				
Claim Turnaround Time (Based on clean claims)	- 90% of all claims are authorized within ten (10) working days after a clean claim is filled (no additional information required)	.25% of premium	.25% of premium	.25% of premium	.25% of premium	.25% of premium
MEMBER SERVICES						
Customer Satisfaction	90% of participants rate in-office attorney services 5 or above on a 10-point rating scale, with 10 being the highest rating	.50% of premium	.50% of premium	.50% of premium	.50% of premium	.50% of premium
Client Services	Contractor shall obtain a positive response rate (satisfied or very satisfied) of 75% or above on approved satisfaction survey of County Plan participants	.50% of premium	.50% of premium	.50% of premium	.50% of premium	.50% of premium
TELEPHONE RESPONSE ANSWER TIME	90% of incoming calls answered by customer service representative within 35 seconds	.25% of premium	.25% of premium	.25% of premium	.25% of premium	.25% of premium
TELEPHONE ABANDONMENT RATE	95% of all telephone calls in queue will connect to a customer service representative	.25% of premium	.25% of premium	.25% of premium	.25% of premium	.25% of premium

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APPENDIX C

Performance Criteria	Performance Standards	Plan Year 2011	Plan Year 2012	Plan Year 2013	Plan Year 2014	Plan Year 2015 and all options to renew /extensions
		Premium at Risk				
Percentage of total premium for the years						
Total Premium at Risk		Percentage of premium total: 2.25%	Percentage of premium total: 2%			

Memorandum

MIAMI-DADE
COUNTY

Date: May 19, 2010

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

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

Subject: Report of Evaluation/Selection Committee for RFP No. 724: Employee Group Legal Services Program

The County issued a solicitation to obtain proposals from qualified firms for the provision of a voluntary fully insured Employee Group Legal Services Program which offers pre-paid group legal services with plan year effective January 1, 2011. The legal services program covers County employees and their eligible dependents.

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

Committee meeting dates:

April 22, 2010 (kick-off meeting)

May 14, 2010 (evaluation meeting and recommendation)

Verification of compliance with contract measures:

Not applicable since the Review Committee did not assign any contract measures to this solicitation.

Verification of compliance with minimum qualification requirements:

The solicitation had minimum qualification requirements which were reviewed by the Chairperson and Hazel Grace-Dansoh of the client department, General Services Administration. All proposers met the requirements.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:

Veteran's Preference was considered in accordance with the applicable ordinance. No proposer qualified for the preference.

Summary of scores:

The preliminary scores are as follows:

<u>Proposer</u>	<u>Technical Score</u> (max. 4000)
1. ARAG Insurance Co.	3356
2. Hyatt Legal Plans of Florida, Inc.	2851
3. U. S. Legal Services, Inc.	2408
4. Pre-Paid Legal Services, Inc. of Florida	1940

RFP NO. 724
Employee Group Legal Services Program
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	ARAG Insurance Co.	Hyatt Legal Plans of Florida, Inc.	Pre-Paid Legal Services, Inc. of Florida	U.S. Legal Services, Inc.
Proposer's relevant experience, qualifications, and past performance		200	1000	815	756	455	553
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		100	500	430	400	310	325
Proposer's approach to providing the services requested in this Solicitation		150	750	680	500	350	515
Members Services		200	1000	865	710	450	590
Quality Assurance/Utilization Management		150	750	566	485	375	425
Technical Points (Total of technical rows above)		800	4000	3356	2851	1940	2408
Veteran's Preference (5% of the technical points earned on the technical portion)		5%		0	0	0	0
Price Criteria							
Proposer's Proposed Price		200	1000	730	810		
TOTAL POINTS (Technical + Price)		1000	5000	4086	3661		

SIGNATURE:

PRINT NAME:

DATE:

W. J. Carballero
Chairperson

Arjun Chatterjee

5/14/2010

Pearl P. Bethel
Reviewed By

Pearl P. Bethel

5/14/2010

RFP NO. 724
Employee Group Legal Services Program
EVALUATION OF PROPOSALS

DOUGLAS FOLEY (GSA)

SELECTION CRITERIA	PROPOSERS	Maximum Points	ARAG Insurance Co.	Hyatt Legal Plans of Florida, Inc.	Pre-Paid Legal Services, Inc. of Florida	U.S. Legal Services, Inc.
Proposer's relevant experience, qualifications, and past performance		200	140	121	100	100
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		100	80	80	80	60
Proposer's approach to providing the services requested in this Solicitation		150	120	90	70	100
Members Services		200	140	90	60	100
Quality Assurance/Utilization Management		150	100	80	60	80
Technical Points <i>(Total of technical rows above)</i>		800	580	461	370	440
Veteran's Preference <i>(5% of the total technical points earned on the technical portion)</i>		5%	0	0	0	0
Price Criteria						
Proposer's Proposed Price		200	150	180		
TOTAL POINTS <i>(Technical + Price)</i>		1000	730	641		

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The Evaluation/Selection Committee decided not to hold oral presentations. The price proposals were reviewed for the top two ranked proposers following the review and scoring of technical proposals.

The final scores are as follows:

Proposer	Technical Score (max.4000)	Price Score (max.1000)	Total Combined Score (max.5000)	Price Submitted (for 5 plan years)
1. ARAG Insurance Co.	3356	730	4086	\$12,530,292
2. Hyatt Legal Plans of Florida, Inc.	2851	810	3661	\$10,046,141

Local Preference:

Local Preference was considered in accordance with applicable ordinance, but did not affect the outcome, as no firm was within five percent of the highest-ranked proposer.

Negotiations:

The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer, ARAG Insurance Company. The following individuals will participate in the negotiations:

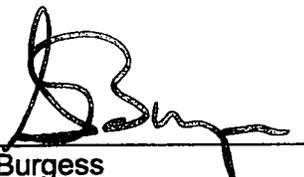
Maria Carballeira, Procurement Contracting Officer, Department of Procurement Management
Hazel Grace-Dansoh, Benefits Manager, General Services Administration
Douglas Foley, Benefits Supervisor, General Services Administration

Consensus Statement: The Evaluation/Selection Committee determined that the recommended proposer, ARAG Insurance Company, has the required qualifications, experience, technical capacity and member services to provide an Employee Group Legal Services Program that meets the needs of program participants. The firm has a proven track-record of administering prepaid legal plans for long-term clients including comparable large public entities such as the Miami-Dade Public Schools District and the States of California and New Mexico. ARAG Insurance Company has successful past experience in providing network quality assurance administration, innovative technology for participant access and quality customer service, including its experience with Miami-Dade County for 19 years.

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

Attachment(s)

Approved


George M. Burgess
County Manager

5/25/10
Date

Not Approved

George M. Burgess
County Manager

Date

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RFP NO. 724
Employee Group Legal Services Program
EVALUATION OF PROPOSALS

YOLANDA FUENTES-JOHN (PRD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	ARAG Insurance Co.	Hyatt Legal Plans of Florida, Inc.	Pre-Paid Legal Services, Inc. of Florida	U.S. Legal Services, Inc.
Proposer's relevant experience, qualifications, and past performance		200	150	150	150	125
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		100	90	70	70	80
Proposer's approach to providing the services requested in this Solicitation		150	150	80	80	125
Members Services		200	175	125	125	150
Quality Assurance/Utilization Management		150	100	100	100	80
Technical Points (Total of technical rows above)		800	665	525	525	560
Veteran's Preference (5% of the total technical points earned on the technical portion)		5%	0	0	0	0
Price Criteria						
Proposer's Proposed Price		200	140	160		
TOTAL POINTS (Technical + Price)		1000	805	685		

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RFP NO. 724

Employee Group Legal Services Program
EVALUATION OF PROPOSALS

GENEVA HUGHES (FINANCE)

SELECTION CRITERIA	PROPOSERS	Maximum Points	ARAG Insurance Co.	Hyatt Legal Plans of Florida, Inc.	Pre-Paid Legal Services, Inc. of Florida	U.S. Legal Services, Inc.
Proposer's relevant experience, qualifications, and past performance		200	185	150	75	125
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		100	90	80	50	80
Proposer's approach to providing the services requested in this Solicitation		150	150	120	90	120
Members Services		200	200	160	100	130
Quality Assurance/Utilization Management		150	140	90	75	90
Technical Points (Total of technical rows above)		800	765	600	390	545
Veteran's Preference (5% of the total technical points earned on the technical portion)		5%	0	0	0	0
Price Criteria						
Proposer's Proposed Price		200	150	170		
TOTAL POINTS (Technical + Price)		1000	915	770		

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RFP NO. 724
Employee Group Legal Services Program
EVALUATION OF PROPOSALS

RAMONA WHITE (HRD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	ARAG Insurance Co.	Hyatt Legal Plans of Florida, Inc.	Pre-Paid Legal Services, Inc. of Florida	U.S. Legal Services, Inc.
Proposer's relevant experience, qualifications, and past performance		200	150	150	50	75
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		100	80	80	60	50
Proposer's approach to providing the services requested in this Solicitation		150	120	110	40	60
Members Services		200	160	160	85	80
Quality Assurance/Utilization Management		150	85	80	80	60
Technical Points <i>(Total of technical rows above)</i>		800	595	580	315	325
Veteran's Preference <i>(5% of the total technical points earned on the technical portion)</i>		5%	0	0	0	0
Price Criteria						
Proposer's Proposed Price		200	100	100		
TOTAL POINTS <i>(Technical + Price)</i>		1000	695	680		

f
w

RFP NO. 724

Employee Group Legal Services Program
EVALUATION OF PROPOSALS

HAROLD GOLDSON (SBD)

SELECTION CRITERIA	PROPOSERS	Maximum Points	ARAG Insurance Co.	Hyatt Legal Plans of Florida, Inc.	Pre-Paid Legal Services, Inc. of Florida	U.S. Legal Services, Inc.
Proposer's relevant experience, qualifications, and past performance		200	190	185	80	128
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		100	90	90	50	55
Proposer's approach to providing the services requested in this Solicitation		150	140	100	70	110
Members Services		200	190	175	80	130
Quality Assurance/Utilization Management		150	141	135	60	115
Technical Points <i>(Total of technical rows above)</i>		800	751	685	340	538
Veteran's Preference <i>(5% of the total technical points earned on the technical portion)</i>		5%	0	0	0	0
Price Criteria						
Proposer's Proposed Price		200	190	200		
TOTAL POINTS <i>(Technical + Price)</i>		1000	941	885		

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Memorandum



Date: March 23, 2010

To: Those Listed Below

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "George M. Burgess", written over a horizontal line.

Subject: Evaluation/Selection Committee for the General Services Administration Department Request for Proposals for Employee Group Legal Services Insurance Program – RFP No. RQGS0900084

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 Legal Services Insurance Program – RFP No. RQGS0900084:

Selection Committee

Maria Carballeira, DPM, Non-Voting Chairperson
Douglas Foley, GSA
Yolanda Fuentes-Johns, PRD
Geneva Hughes, Finance
Ramona White, HRD
Harold Goldson, SBD
Luis Gonzalez, Seaport (Alternate)

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
- Jack Kardys, Director, PRD
- Carter Hammer, Director, Finance
- Angela Maher, Director, HRD
- Bill Johnson, Seaport, Director
- Penelope Townsley, Director, SBD

Selection Committee

- Maria Carballeira, DPM, Non-Voting Chairperson
- Douglas Foley, GSA
- Yolanda Fuentes-Johns, PRD
- Geneva Hughes, Finance
- Ramona White, HRD
- Harold Goldson, SBD
- Luis Gonzalez, Seaport (Alternate)