

Date: July 16, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Agenda Item No. 8(P)(6)

Resolution No. R-709-25

Subject: Recommendation to Award a Contract for Employee Life and Accidental Death and Dismemberment (AD&D) Insurance

Summary

This item is for the purchase of Employee Life and Accidental Death and Dismemberment (AD&D) Insurance for the People and Internal Operations Department (PIOD). The contract provides for group basic life and AD&D, and optional life insurance coverage for eligible Miami-Dade County employees, dependents, retirees, and other covered groups. Approval of this contract will allow the County to continue to offer these insurance benefits.

The contract includes five fully-insured plan products: 1) Basic Life with AD&D; 2) Optional Supplemental Life; 3) Optional Dependent Life; 4) Optional Retiree Life; and 5) County Commissioner Life.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0003581, Employee Life and Accidental Death and Dismemberment (AD&D) Insurance* to Minnesota Life Insurance Company (Minnesota Life) in the estimated amount of \$125,300,000 for a five-year term with one, two-year option to renew for PIOD. This contract will replace *Contract No. RFP-00710*, approved by the Board on December 18, 2018, via Resolution No. R-1283-18.

Negotiations were held with the highest-ranked proposer, Minnesota Life, and yielded savings of 22% for Basic Life Insurance, while the rate for Basic Life AD&D Insurance remained the same. Negotiations also achieved the following improvements over the initial proposed benefits, which is an enhancement to the current plan:

- Increasing guaranteed issue to 4x/\$750,000
- Increasing spouse benefit to \$20,000
- Increasing child benefit to \$20,000
- Allowing annual one-level increase opportunity to guaranteed issue (4x/\$750,000) for current participants

Background

A Request for Proposals (RFP) was issued under full and open competition on December 13, 2024. On the closing date of February 7, 2025, the County received two proposals. Upon review of the proposals, staff identified a potential responsiveness issue for one of the proposers and on February 10, 2025, requested a legal review of the proposal. On February 27, 2025, the County Attorney's Office (CAO) opined that the proposal was non-responsive, as Metropolitan Life Insurance Company's failure to complete Section 2 of the price proposal schedule deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the solicitation. An evaluation meeting was conducted on April 2, 2025. Negotiations commenced and concluded in May 2025. A copy of the Coordinator's Report is attached.

To foster vendor engagement ahead of the solicitation's release, the County conducted extensive market research. This process involved identifying potential vendors through GovWin IQ, Google, BidSync, and

DemandStar in addition to various procurement websites, and sharing the project's scope of work on the County's Future Solicitations website. This early disclosure allowed vendors to preview the scope of work and offer feedback or suggestions. Subsequently, 183 vendors were invited to submit proposals; 11 accepted the invitation, and two ultimately responded.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is estimated to be \$89,500,000. Should the County choose to exercise, at its sole discretion, the one, two-year option to renew, the estimated cumulative value will be \$125,300,000. The current contract value is estimated at \$97,000,000 for a seven-year term and expires on December 31, 2025.

The contract value is estimated based on current participation. The amount paid will be based on the actual participation and the rates in the contract. The Basic Life with AD&D for active employees and the Commissioner Life for active Commissioners is non-contributory, meaning the County pays the full cost for the insurance. All other plans are contributory, meaning the covered participants pay the full cost for the insurance.

Department	Allocation	Funding Source	Contract Manager
PIOD	\$125,300,000	Employee Funded - \$96,612,325 General Fund - \$28,687,675	Michael Naftaniel
Total	\$125,300,000		

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. The availability of local firms is limited due to the unique nature of the services requested.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Minnesota Life Insurance Company	400 Robert Street North Saint Paul, MN	None	1 0.03879%	Christopher Hilger

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Metropolitan Life Insurance Company	No	Deemed non-responsive by the CAO (opinion attached)

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope was updated to reflect current needs by removing obsolete language/services and adding relevant ones.

Pursuant to Resolution No. R-252-25, this type of employee benefits contract is not a good candidate for piggybacking opportunities, as proposals for employee benefits are requested through a best value procurement process for the County plan design.

Applicability of Ordinances and Contract Measures

- The User Access Program applies where permitted by funding source.
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment



Carladenise Edwards
Chief Administrative Officer

EXHIBIT A

MEMO ATTACHMENT

Memorandum



Date: April 14, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Princess Brown, Procurement Contracting Officer *Princess Brown*

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0003581, Employee Life, Accidental Death & Dismemberment (AD&D) Services

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on December 13, 2024, on behalf of the People and Internal Operations Department (PIOD), to obtain proposals from qualified firms to provide employee group insurance plan products. The County anticipates awarding a contract for five years.

On February 7, 2025, two proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of the responsive proposal following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:

March 12, 2025 (Kick-off)

April 2, 2025 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:

A Small Business Enterprise selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation had minimum qualification requirements which were reviewed by the Selection Committee Coordinator. The proposers met the requirement.

The proposal from Metropolitan Life Insurance Company (MetLife) was forwarded to the County Attorney's Office (CAO) for review. MetLife failed to complete Section 2, Conversion and Section 3, Portability of Form 1, Price Proposal Schedule, stating "Conversion rates are proprietary information to MetLife and are based on several factors including the age of the individual converting coverage. Conversion rates can also vary based on state regulations where the individual resides." The CAO deemed the proposal non-responsive, stating that MetLife's failure to complete Section 2 deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the Solicitation. A copy of the CAO's opinion is attached.

Local Certified Veteran's Business Enterprise Preference:

Veteran's Preference was considered. The proposer did not qualify for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

Staff submitted a request to OIG and COE on February 21, 2025.

Report of Competitive Selection Committee for RFP No. EVN0003581, Employee Life, Accidental Death & Dismemberment (AD&D) Services

A response was received from OIG on February 21, 2025, and COE on February 24, 2025, advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:

Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee members' completed Neutrality Affidavits and Resumes to OCA on March 12, 2025. OCA submitted the results of the background checks to the COE for further review of findings. A response was received from COE advising that there were no conflicts of interest.

Summary of scores:

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The Committee decided not to hold oral presentations. The final scores are as follows:

Proposer	Technical Score (max. 3750)	Price Score (max. 1250)	Total Combined Score (max. 5000)
Minnesota Life insurance Company	3440	1245	4685

Upon review of scores, there were no variances identified that exceeded 33% of the average score by all Committee members by criteria.

Local Preference:

Local Preference was applicable, but did not affect the outcome.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	Employee's Department
Victor Martinez	PIOD
Cristina Molina	Juvenile Services
Nolwenn Fouillen	Aviation
Raul Trabanco	Solid Waste Management

One of the Committee members did not qualify for administrative leave, as the Neutrality Affidavit was submitted after the timeframe.

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions*, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	02/07/25	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	02/10/25	10	3

Report of Competitive Selection Committee for RFP No. EVN0003581, Employee Life, Accidental Death & Dismemberment (AD&D) Services

<u>Task</u>	Date	Number of Days* per I.O.	Actual Number of Days*
SPD sent list of proposers/subcontractors to Committee/Review Team members for Neutrality Affidavit/Resume	03/04/25	10	25
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/Resume to SPD within three business days of request	03/07/25	3*	3*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	03/12/25	NA	NA
OCA returned background checks to SPD	03/14/25	5*	2*
COE responded to OCA findings (if OCA refers findings)	03/27/25	14	13
CAO provided opinion to SPD	02/27/25	30	17
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	04/02/25	30	6

* All numbers listed are calendar days except when marked with an asterisk are business days.

**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

Negotiations:

The Committee recommends that the County enter into negotiations with the sole responsive proposer, Minnesota Life. The following individuals will participate in the negotiations:

Princess Brown, Procurement Contracting Officer, SPD
Raymond Hall, Director, PIOD
Melanie McLean, Assistant Director, PIOD
Michael Naftaniel, Division Director, Benefits Administration and ESS, PIOD
Victor Martinez, Section Manager, Benefits Administration, PIOD
Barbara Crowe, Gallagher Benefits Consulting

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:

The Committee concluded that Minnesota Life, the recommended proposer, possesses the qualifications, relevant experience, technical capacity, and resources needed to fulfill the services outlined in the solicitation. The Committee also highlighted that Minnesota Life does not rely on subcontractors, has a high client retention rate of 94.4%, holds an A+ rating, and offers a straightforward process for insuring employees. Price will be negotiated in the best interest of the County.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

 Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami
Dade County, ou=Chief
Procurement Officer,
email=uppaln@miamidade.gov,
c=US
Date: 2025.04.21 15:27:30 -04'00'

Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date

EXHIBIT A.1

CAO OPINION

Memorandum

Date: February 24, 2025

To: Princess Brown
Procurement Contracting Officer
Strategic Procurement Department

From: Tricia-Gaye Cotterell
Assistant County Attorney

Subject: Request for Responsiveness Determination
RFP No. EVN0003581 – Employee Life Accidental Death & Dismemberment (AD&D)

You have asked this office if the bid submitted by Metropolitan Life Insurance Company/ MetLife (“MetLife”), listed in the Request for Proposal No.: EVN0003581 (“Solicitation”), is responsive. We rely on the information provided in your February 10, 2025 email which attached the Solicitation at issue and the referenced bid.

BACKGROUND

The purpose of the Solicitation is to obtain proposals from qualified firms to provide five (5) fully insured Employee Group Insurance plan products (the “Plans”): 1) Basic Life with Accidental Death & Dismemberment (AD&D); 2) Optional Supplemental Life Insurance s (“Optional Life”); 3) Optional Dependent Life; 4) Optional Retiree Life; and 5) County Commissioner Life. The Proposals were to be evaluated and ranked based on several criteria including but not limited to experience and pricing. The County received two bids in response to the Solicitation: one from MetLife and the other from Minnesota Life Insurance Company (“MLIC”).

DISCUSSION

You advise that although MetLife signed the “Waiver of Confidentiality” clause in the solicitation document, MetLife titled pages 189 through 263 of its proposal “Confidential and Proprietary Information.” You ask whether MetLife’s submittal should be considered confidential and proprietary.

A. MetLife labeled pages in its submittal as confidential.

The Waiver of Confidentiality clause states:

**WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT
OF PROPOSAL**

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Proposal will be available for public inspection after opening

The logo for Miami-Dade County, featuring the words "MIAMI-DADE" in white on a blue background and "COUNTY" in white on a green background, with a large blue "D" shape to the right.
Memorandum

of proposals and may be considered by the County or a selection committee in public.

By submitting a Proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, **by signing below**, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

While MetLife included language in its proposal asserting that portions of its bid are considered confidential, MetLife knowingly and expressly waived all claims that portions of its proposal were confidential, MetLife's bid would be responsive irrespective of the language included on pages 189 through 263 of its proposal because it waived any claim to confidential treatment by its execution of the Solicitation's Confidentiality Waiver.

B. MetLife did not fully complete Form 1 – Price Proposal

A responsive bid "is submitted on the correct forms and contains all required information, signatures and notarizations." *Intercontinental Properties, Inc. v. Fla. Dep't of Health and Rehab. Serv.*, 606 So. 2d 380, 381 (Fla. 3d DCA 1992). A bid is also responsive if it can form the basis of a contract. *Robinson Elec. Co., Inc. v. Dade County*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). The Solicitation states in pertinent part, "Proposer must complete Form 1, Price Proposal Schedule, attached herein." Note 9 to the Price Proposal Schedule states "Proposed rates in Section 1 through 3 above will be used to determine the price points for the Price criterion as indicated in Section 4.2 of this Solicitation." Section 1 requires proposed fees for the bidder's provision of all services in the Scope of Services; Section 2 requires the charge for conversion upon termination of coverage; and Section 3 requires the charge for portability upon termination for coverage.

MetLife affirmatively states in its submittal, "Form 1, price Proposal Schedule is complete and attached with our proposal response." However, MetLife failed to complete Section 2, stating instead "Conversion rates are proprietary information to MetLife and are based on several factors including the age of the individual converting coverage. Conversion rates can also vary based on state regulations where the individual resides." MLIC, the only other bidder, completed Section 2, providing its charge for conversion upon termination of coverage.

MetLife's failure to complete Section 2 deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the Solicitation and thereby renders MetLife's proposal non-responsive. The Solicitation makes clear that Section 2 will be used to determine the price points for the Price criterion in the evaluation of MetLife's proposal.



Memorandum

Thus, MetLife's failure to complete Section 2 prevents the County from properly evaluating its proposal vis à vis MLIC's proposal.

Because MetLife failed to complete Section 2, its proposal is non-responsive. The failure of the bidders to propose on all items in the identified groups does not render their bids for the other groups not responsive and the bidder's bids for those groups can be considered and evaluated in accordance with the Solicitation.

Tricia-Gaye Cotterell
Tricia-Gaye Cotterell

EXHIBIT A.2

SCORE SHEETS

EVN0003581
Employee Life, Accidental Death & Dimemberment (AD&D) Services
EVALUATION OF PROPOSALS
COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	1250	1100
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	1750	1660
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	750	680
Total Technical Points		750	3750	3440
Price Points		250	1250	1245
TOTAL POINTS		1000	5000	4685
Ranking				

Signature:

Princess Brown

Print Name:

Princess Brown

Chairperson

Coleen Christie

Print Name:

Coleen Christie

Reviewer

4/2/2025

Date

4/9/2025

MDC013

EVN0003581

**Employee Life, Accidental Death & Dimemberment (AD&D) Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER VICTOR MARTINEZ

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	240
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	340
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	140
Total Technical Points		750	720
Price Points		250	250
TOTAL POINTS		1000	970

EVN0003581

**Employee Life, Accidental Death & Dimemberment (AD&D) Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER CRISTINA MOLINA

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	225
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	350
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	150
Total Technical Points		750	725
Price Points		250	250
TOTAL POINTS		1000	975

EVN0003581

**Employee Life, Accidental Death & Dimemberment (AD&D) Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER GARRET ROWE

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors		250	175
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	280
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	110
Total Technical Points		750	565
Price Points		250	250
TOTAL POINTS		1000	815

EVN0003581

**Employee Life, Accidental Death & Dimemberment (AD&D) Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NOLWENN FOUILLEN

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services,		250	220
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	350
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	135
Total Technical Points		750	705
Price Points		250	250
TOTAL POINTS		1000	955

EVN0003581

**Employee Life, Accidental Death & Dimemberment (AD&D) Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER RAUL TRABANCO

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	240
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	340
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	145
Total Technical Points		750	725
Price Points		250	245
TOTAL POINTS		1000	970

4/9/2025

MDC018

Raul Trabanco

RFP No. EVN0003581
Employee Life Accidental Death & Dismemberment (AD&D) Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	240
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	340
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	145
Total Technical Points		750	725
Price Points		250	245
TOTAL POINTS		1000	970

SIGNATURE

Raul Trabanco

Nick Martinez
4/2/25

RFP No. EVN0003581
Employee Life Accidental Death & Dismemberment (AD&D) Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	240
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	340
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	140
Total Technical Points		750	720
Price Points		250	250
TOTAL POINTS		1000	970

SIGNATURE

RFP No. EVN0003581
Employee Life Accidental Death & Dismemberment (AD&D) Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:

Cristina Molina, Voting Member

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	225
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	350
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	150
Total Technical Points		750	725 0
Price Points		250	250
TOTAL POINTS		1000	975 0

I understand that by typing my name into the signature block, I am electronically

Cristina Molina

SIGNATURE

RFP No. EVN0003581
Employee Life Accidental Death & Dismemberment (AD&D) Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: *Nolwenn Fouillen*

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	220
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	350
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	135
Total Technical Points		750	0 705
Price Points		250	250
TOTAL POINTS		1000	0 955

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Nolwenn Fouillen

SIGNATURE

RFP No. EVN0003581
Employee Life Accidental Death & Dismemberment (AD&D) Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:

GARET ROWE

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Minnesota Life Insurance Company
Proposer's relevant experience, qualifications and past performance, and qualifications of Subcontractors and key personnel performing the services, including key personnel of subcontractors that will be assigned to this project		250	175
Proposed plan design/benefits, approach and performance guarantees; ability to duplicate requested benefits		350	280
Member services, technology, claims, account management, reporting, utilization management, and implementation		150	110
Total Technical Points		750	~~X~~ 565
Price Points		250	250
TOTAL POINTS		1000	~~X~~ 815

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Rowe

SIGNATURE



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(6)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved Danielle Lemi Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(6)
7-16-25

RESOLUTION NO. R-709-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0003581 TO MINNESOTA LIFE INSURANCE COMPANY FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE IN THE ESTIMATED AMOUNT OF \$125,300,000.00 FOR A FIVE-YEAR TERM WITH ONE, TWO-YEAR OPTION TO RENEW FOR THE PEOPLE AND INTERNAL OPERATIONS DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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:

Section 1. This Board approves the award of Contract No. EVN0003581, in substantially the form attached and made a part hereto, to Minnesota Life Insurance Company for Employee Life and Accidental Death and Dismemberment (AD&D) Insurance in an amount estimated to be \$125,300,000.00 for a five-year term with one, two-year option to renew for the People and Internal Operations Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Marleine Bastien** ,
 who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins**
 and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "TGC".

Tricia-Gaye Cotterell

EVN0003581
Employee Life & Accidental Death and Dismemberment (AD&D) Services

THIS AGREEMENT for the provision of employee life and accidental death and dismemberment (AD&D) services, made and entered into as of this _____ day of _____, by and between Minnesota Life Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office at 400 Robert Street North St. Paul, Minnesota 55101 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide e employee life and accidental death and dismemberment (AD&D) services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0003581 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated February 7, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such employee life and accidental death and dismemberment (AD&D) services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The word Accidental Death and Dismemberment "AD&D" means Accidental Death and Dismemberment Insurance plan.
- b) The words "Article" or "Articles" means the terms and conditions delineated in this Agreement.
- c) The words "Basic Life" means Basic Life/Accidental Death and Dismemberment Insurance plan.
- d) The word "Broker" means intermediary who sells, solicits or negotiates insurance for compensation.
- e) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- f) The words "Contract Manager" means the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- g) The word "Contractor" means Minnesota Life Insurance Company and its permitted successors.
- h) The word "Days" means calendar days.
- i) The word "Deliverables" means all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- j) Developed Works means any and all Works first created, made, developed, conceived, in whole or in part, by or on behalf of the Contractor, the Contractor's agents or subcontractors in connection with the performance of these services specifically for the County.

- a) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- b) The word "Neurodivergent" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.
- c) The word "Optional" is used to describe plans that are fully contributory by the employee(s).
- d) The words "Optional Life" or "Supplemental" means Optional Life Insurance plan.
- e) The word "Plans" means the collective Basic Life/AD&D, Optional Life, Optional Dependent Life, County Commissioners Life, and Retiree insurance plans.
- f) The words "Project Manager" or Program Manager to mean the County Mayor or the duly authorized representative designated to manage the Plans.
- g) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- h) 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, specifically and exclusively for the performance of one or more of the Contractor's obligations explicitly set forth in the Contract, whether or not in privity of Contract with the Contractor. The word "Subcontractor" or "Subconsultant" does not include any person, firm, or company utilized by Contractor to provide services that are not specifically and exclusively for the performance of one or more of the Contractor's obligations explicitly set forth in the Contract, including the provision of any services used by the Contractor across the Contractor's portfolio of business.
- i) The word "Work", "Services" "Program", or "Project" means 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) Articles 1 through 46, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0003581 and any associated addenda and attachments thereof, 5) 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 terms "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 Project Manager.
- e) The terms "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 Project Manager.
- f) 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 the 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 Work 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 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 necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make 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 work with the County to implement 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 identified on the first page of this Agreement and shall continue through December 31, 2030. The County, at its sole discretion, may renew this Contract for one (1), two-year option to renew. The County may extend this Contract for up to an additional 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 (the "Board").

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: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Human Resources Department
Attention: Melanie McLean
111 NW 1st Floor, Suite 2110
Phone: (305) 375-4737
E-mail: Melanie.McLean@miamidade.gov
With a copy to: Michael.Naftaniel@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Securian Financial
Attention: Law Department
400 Robert Street N.
St. Paul, MN 55101

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 to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof. Prices for subsequent Plan Years may be negotiated as specified in the Price Schedule (Appendix B).

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The County will remit applicable premiums to the Contractor on a prepaid basis monthly for Optional Retiree Basic Life, monthly for Commissioner Life, and biweekly for Basic Life with AD&D, in arrears for Optional Life and Optional Dependent Life, as applicable, after the County either deducts the employee contributions through its payroll process or receives payment from retirees or from employees on an unpaid leave of absence, under the provisions of this Agreement. The County will self-bill with reporting of premium, lives, and volume by line of coverage. The County will remit premium payments based on its records and will provide single reporting with its remitted premium.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable 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 reasonable 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 Strategic Procurement Department, certificate(s) 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 Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
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 per claim.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by 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 Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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 ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work 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 Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work 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 all claims, suits, actions, damages, and costs (including reasonable attorneys' 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 always agrees that it will employ, maintain, and assign to the performance of the Work 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 Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- 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 OF THE CONTRACTOR

All employees of the Contractor shall 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 from the County's property 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 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 performed or Services provided pursuant to this Agreement shall always, 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. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the 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 Contractor's 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 comply with 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 authorize the County Mayor 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 Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor 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 Mayor 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 Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor 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 Mayor, 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.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices 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 the 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 such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three 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 Section 2-481 of the Code, 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 within five business days of the Commission Auditor's request. 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 needs 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. However, such substitution shall not become effective until the County has approved said 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.

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected County Constitutional Officer, the Agreement shall be divided into two separate Agreements and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate agreement entered into between the Contractor and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer, or conveyance."

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes 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, omissions, 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 Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work 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 Work to be performed. Such Work 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 Work 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 Work 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 Subcontractor 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 proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.

- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County's 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 Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stops 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 non-cancelable 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. takes no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, 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. non-cancelable 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.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors 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; or
 - viii. the Contractor fails to comply with ARTICLE 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work 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 the 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 Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treats such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured promptly, 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 additional period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, 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 re-procurement 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.
- c) 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 reasonable 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; provided, however, that this indemnification, defend and hold harmless obligation will not apply where the County has modified or misused any materials furnished or work performed by the Contractor without the authorization of the Contractor and the claim of infringement is based on the unauthorized modification or use.

- d) 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 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).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective 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 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.

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 for 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, or Subcontractors 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, or Subcontractors 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 Contractor's breach of any applicable federal, state, or local law in regard to the privacy of individuals. Notwithstanding anything to the contrary, the Contractor and its affiliates ("Securian Enterprise") may disclose and use the County's data and Confidential Information and/or combine it with Securian Enterprise data for the following purposes: (1) Acts that are required by law, contract, or regulation, including but not limited to providing information to reinsurers, responding to subpoenas, or as otherwise required by any legal and/or applicable regulatory authority; (2) Acts taken by Securian Enterprise for business and risk management, including but not limited to macro-pricing studies, actuarial research, and enterprise risk management; (3) Acts performed for managing group insurance products issued to the County and at the request of the County or a data subject, including but not limited to performing its obligations under any agreement with the County, including group insurance contracts, or as requested and authorized by an individual who is the subject of such Confidential Information. Securian Enterprise will use deidentified data for all the uses identified herein, unless required by law or applicable court order, or as necessary to perform the Services under this Agreement.
- b) The Contractor shall advise each of its employees, agents, and Subcontractors 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 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) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to seek 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 promptly 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, or Subcontractors 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 upon request. Notwithstanding the foregoing, the Contractor shall be allowed to keep copies of such Confidential Information to the extent, required by law or pursuant to the Contractor's record retention policies.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "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 (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its 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 all information technology software.

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, and Subcontractors may use only in connection with the performance of Services under this Agreement. Except as otherwise agreed to herein, 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, or Subcontractors 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 works developed by the Contractor specifically for the County ("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, or Subcontractor 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 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 grant, if the County so desires, a limited, revocable and restricted 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.
- e) Notwithstanding anything to the contrary herein, the Contractor shall retain, and Developed Works shall not include, all right,

title, and interest, including intellectual property rights, to any drawings, written reports, or other works: (1) that were developed by the Contractor prior to, or independent of its obligations, under this Agreement or any previous Agreement for these services, (2) that are needed by the Contractor to meet its obligations under its insurance policies and certificates, (3) that are developed by the Contractor for the purpose of providing services to multiple Contractor customers, (4) that contain any previously developed intellectual property or copyrighted materials of the Contractor, (5) which the Contractor is responsible for under applicable law, or (6) where the disclosure of or the transfer of such right, title, and interest in such drawings, written reports, or other works violates applicable privacy or other laws.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "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 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, 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. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (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 of one percent (0.25%) 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 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 IPSIGs 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, 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. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of 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 clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

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 unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 award 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, Deliverables 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 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 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 regarding 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 Work 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, and Subcontractors will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may 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 in the state or federal courts located in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP) - Applies to Basic Life/AD&D for Active Employees, County Commissioners and Retirees under age 65. UAP does not apply to other insurance coverages.

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with ARTICLE 24 of this Contract.

ARTICLE 40. FORCE MAJEURE

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide

quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISDVSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

To the extent that Minnesota Life inadvertently receives protect health information from the County, Minnesota Life will apply protection substantially similar to those protections as set-forth under HIPPA, the Gramm-Leach Bliley Act, and listed as follows:

1. Promptly notify the County of the disclosure
2. Return or destroy the Individually Identifiable Health Information and/or Protected Health Information (PHI), as defined by the Health Insurance Portability and Accountability Act (HIPPA), at the request of the County;
3. Use information only for performing services required by the contract or as required by law;
4. Use of appropriate safeguards to prevent non-permitted disclosures;
5. Report to the County of any non-permitted use or disclosure;
6. Require assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
7. Making PHI available to the County so department may provide it to the customer;
8. Making PHI available to the County so the department may provide it to the customer for review and amendment; and incorporating any amendments requested by the customer;
9. Making PHI available to the County for an accounting of disclosures; and
10. Making internal practices, books and records related to PHI available to the County for compliance audits, as provided for in Article 17.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices, including, specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, F. S., as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new

employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for the duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If the County has a good faith belief that the Contractor has knowingly violated Section 448.09(1), F. S., then the County shall terminate this contract in accordance with Section 448.095(5)(c), F. S. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that the Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, F. S., but the Contractor has otherwise complied with its requirements under those statutes, then the Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by the Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 45. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING, AND RELATED OFFENSES

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, F.S., "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached as the Kidnapping, Custody Offenses, Human Trafficking, and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 46. 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 date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Kyle Strese
Name: Kyle Strese
Title: 2nd VP and Actuary
Date: 6/2/2025
Attest: Nathaniel Kolle, Compliance Director
Corporate Officer

By: _____
Name: for
Daniella Levine Cava
Title: Mayor
Date: _____
Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller
By: _____
(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**2.1 Background**

Miami-Dade County, hereinafter referred to as the County, employs over 30,000 individuals throughout South Florida. The County offers to the eligible employees and select municipalities various fully insured Employee Group Insurance plan products. - ("Plans"): 1) Basic Life with AD&D, 2) Optional Life Insurance; 3) Optional Dependent Life 4) Optional Retiree Life; 5) County Commissioner Life. It is the County's intent of this Solicitation to obtain proposals and procure the services to establish a replacement program for these five (5) Plans. These Plans shall substantially match the County's existing Plan designs and benefits provision language and include any additional services as requested herein.

The County's current Plans in brief:

Plan Description	Plan Provider	Plan Payment & Details	Number of Current Participants
Basic Life/AD&D	Minnesota Life (Securian Financial Group, Inc.)	✓ Basic Life/AD&D is non-contributory for employees. The County pays the full cost.	26,499
Optional Life	Minnesota Life (Securian Financial Group, Inc.)	✓ Optional Life is fully contributory for employees. The employee pays 100% of cost. ✓ Optional Life is not available to retirees. At retirement, employees are eligible to purchase Portability or a conversion policy. ✓ Premiums are paid on a bi-weekly basis. ✓ Any employee retiring, terminated, laid off, or on leave of absence are eligible for portability coverage, if ported prior to age 79. Portability ends at age 80.	16,949
Optional Dependent Life	Minnesota Life (Securian Financial Group, Inc.)	✓ Optional Dependent Life is fully paid for by employee at 100% of cost ✓ \$10,000 per dependent ✓ Premiums are paid on a bi-weekly basis ✓ Portability option is available.	4,329
Optional Retiree Life	Minnesota Life (Securian Financial Group, Inc.)	✓ Retirees under age 65 can maintain their one-time Basic Life at the retiree's expense. After age 65, Retirees can continue at a flat dollar amount at the retiree's expense. The County currently provides the billing and administration for the premiums for both groups (under and over the age of 65) of retirees and will submit these premiums within the monthly process. ✓ Premiums are paid on a pre-paid monthly basis.	7,464
County Commissioner Life	Minnesota Life (Securian Financial Group, Inc.)	✓ County pays on monthly basis for Active Commissioners. ✓ \$100,000 per Active Commissioner ✓ Retired Commissioners can elect to continue at their expense and pays on a monthly basis ✓ Not eligible for Basic Life/AD&D	13 Active

2.2 Minimum Qualification Requirement

The Contractor shall:

Be licensed by the State of Florida, Office of Insurance Regulation, to provide the plan services referenced in Section 2.0, Scope

of Services, at the time of the proposal due date and throughout the contract term. This minimum qualification is also requested of the Proposer's insurance subcontractor, as applicable.

2.3 Plan Requirements and Services to be Provided

2.3.1 PLAN REQUIREMENTS

2.3.1.1 General Information

- a. The state of issue for the Plans is Florida.
- b. The Plans coverage effective date shall be January 1, 2026.
- c. Enrollment shall be on a one-time annual basis, and upon new employment. The County may, at its sole discretion, opt to change enrollment periods, as agreed upon in writing with Contractor.
- d. Enrolled employees may elect passive enrollment.
- e. The Plans shall be funded on a fully insured basis.
- f. Unless otherwise noted, all benefit eligible employees are eligible for insurance benefits the first of the month following or coincident to 60 days of active employment (if actively at work). Refer to current Employee Benefits guide for eligibility requirements at [benefits-guide.pdf](#) ([miamidade.gov](#))
- g. Key executives, as identified by the County, are eligible for coverage as of their hire date.
- h. The Life and AD&D Plans shall provide for a portability feature.
- i. Retirees terminated employees and employees' eligible dependents may purchase a portability or conversion policy directly from the Contractor within 30 days after notification. The Life and AD&D policies terminate at the end of the pay period in which premiums are received. No medical examination or other evidence of good health is required for a portability or conversion policy. –
- j. There shall be no minimum participation requirements as to the number of employees that will be participating in any of the Plans.
- k. Plans must provide coverage levels at least equal to or greater than the current coverage level. Refer to specific Plans for details.
- l. Cancellation provisions of the policy shall give no less than ninety (90) days written notice to the named insured in the event of cancellation by the company except for nonpayment of premiums.
- m. Proposer shall state any deviations to covered services, limitations/exclusions and system limitations. Failure to disclose deviations that contribute to additional claims cost will result in the Contractor being financially liable for the additional claims cost

2.3.1.2 Basic Life Insurance Plan

- a. Basic Life is a non-contributory plan for employees. The County pays the full cost
- b. Key executives, as identified by the County, are eligible for coverage as of their hire date.
- c. All existing benefit amounts in-force are guaranteed issue. The value of the basic life coverage is one times the base annual salary up to \$1,000,000.
- d. AD&D coverage is provided with the basic coverage, for up to an additional one times the base annual salary.
- e. Basic Life is a contributory plan for all retirees. The County does not contribute towards the cost for retiree basic life coverage.
- f. Retirees under age 65 may maintain the same level Basic Life coverage as active employees, to age 65 at the same group rates.
- g. Retirees aged 65 and over shall have the option of either a \$15,000 or \$20,000 Basic Life insurance policy and a conversion option. Retirees over age 65 who retired prior to 2007 had the option of \$5,000 or \$10,000.
- h. County Commissioners (presently a total of 13), regardless of salary, are eligible for \$100,000 basic life coverage. Commissioners, at retirement, may elect to continue full coverage without age limitation providing timely premium payments are made.
- i. The County will remit premiums to the Contractor on a prepaid monthly basis for Basic Life after the County either deducts the employee(s) contributions through its payroll process or receives payment from retirees or employees on an unpaid leave of absence. The County will self-bill and will remit premium payments based on its records.
- j. Any minimum requirements including but not limited to Evidence of Insurability for Basic Life participants shall be waived.

- k. The Plans cover employees of Miami-Dade County, retirees (Medicare and Non-Medicare eligible), constitutional offices (Clerk of Courts, Sheriff, Property Appraiser, Supervisor of Elections, and Tax Collector), Industrial Development Authority, Housing Finance Authority, International Association of Firefighters Local 1403 ("IAFF"), and approximately 139 judges. Refer to **Attachment A** for the Miami-Dade County Employee Census Data listing of the eligible employees.
- l. There shall be no waiver of insurance premiums, however an extension of benefits is required under state law.

Note: Effective January 7, 2025, in addition to the Clerk of Courts, the following County departments that will become Constitutional Offices; Supervisor of Elections, Police (Sheriff), Tax Collector and the Property Appraiser, totaling approximately 6,000 employees who may elect to continue on the County's plans.

2.3.1.3 Optional Life/Optional Dependent Life Insurance Plan

- a. Optional Life is fully contributory for employees. The employee pays the full cost.
- b. Optional Life is not available to retirees. At retirement, employees are eligible to purchase a portability or conversion policy.
- c. Employees may purchase Optional Life coverage to provide an additional one (1), two (2), three (3), four (4), five (5), six (6), seven (7) or eight (8) times base annual salary to a maximum of \$2,000,000.
- a. County Commissioners (presently a total of 13), regardless of salary, shall have the option to elect an optional life volume of \$100,000 in coverage.
- d. Optional Dependent Life coverage offered to a benefit eligible employee's spouse shall have \$10,000 coverage in accordance with state law, and for eligible children in the amount of \$10,000. Refer to Employee Benefit guide for dependent eligibility information.
- e. The County will remit premiums to the Contractor on a paid bi-weekly basis, in arrears, for Optional Life after the County either deducts the employee(s) contributions through its payroll process or receives payment from retirees or employees on an unpaid leave of absence. The County will self-bill and will remit premium payments based on its records.
- f. The Optional Life premiums shall be guaranteed regardless of enrollment or percentage participation.
- g. Any minimum requirements including but not limited to Evidence of Insurability for Optional Dependent Life shall be waived.
- h. All new hires are guaranteed issued coverage up 3x salary.
- i. All current enrollees are guaranteed issued coverage up to 3x salary upon being eligible for coverage. If there were a change in carrier, all currently enrolled would continue at the current coverage in place at time of carrier change's extension of benefits is required under state law.

2.3.1.4 Accidental Death and Dismemberment (AD&D) Insurance Plan

- a. The Board of County Commissioners (Board) has authorized extension of the AD&D coverage to all benefit eligible Miami-Dade County employees, including Board members. Participating municipalities may elect to cover all full-time employees as well.
- b. The County will remit premiums to the Contractor after the County either deducts the employee(s) contributions through its payroll process or employees on an unpaid leave of absence. The County will self-bill and will remit premium payments based on its records.
- c. Benefits shall be provided for accidental injuries resulting in loss of life, loss of two (2) or more members, or irrevocable loss of sight in both eyes. One half of the benefit shall be paid for accidental injuries resulting in the loss of one (1) member or loss of sight in one (1) eye. One (1) quarter of the principal sum shall be paid for loss of thumb and index finger of either hand.
- d. Coverage shall be provided for any insured person while flying as a member of the crew or a passenger on any aircraft while a) working for the policyholder, and b) on a trip authorized by the policyholder.
- e. Any minimum requirements for Supplemental AD&D shall be waived.

2.3.2 REQUIRED SERVICES

The Contractor shall:

1. Administer placement of coverage as instructed by the County's Program Manager and ensure all eligible employees

- are enrolled in Basic/AD&D, Optional Supplemental/Optional Dependent coverages, Optional Retiree coverages and County Commissioners coverages appropriately.
2. Be a direct writer of policies for resultant Contract.
 3. Provide binders, policies and endorsements as required in the timetable specified by the County's Program Manager.
 4. Provide extensive review of binders and policies, including verification of conformity of specifications required by the County.
 5. Provide a detailed manuscript wording analysis, as applicable and requested.
 6. Recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the County.
 7. Notify the County's Program Manager of any changes in the financial stability or ratings of the insurance carrier. Make recommendations should ratings change during the policy term.
 8. Oversee and coordinate all relevant services performed by insurance carrier/underwriters or any service agencies arranged for the Plans.
 9. Retain beneficiary designations (online).
 10. Assist the County's Program Manager, as necessary, in all facets of claims handling to the resolution of any claims regardless of policy period.
 11. On a quarterly basis, by the 5th day of the subsequent month, provide the County with a listing of all claims including such information as date and type of loss, amounts reserved and paid, etc.
 12. Provide as needed advice and consultation during County working hours, and as requested by the County's Program Manager.
 13. Attend meetings as requested by the County's Program Manager.
 14. Perform administrative and clerical services relative to account management including, but not limited to, certificate issuance and policy changes.
 15. Electronically receive and transmit eligible employee information to be used during open enrollment.
 16. Respond to any needs of the County related to the Plans, as deemed necessary by the County.
 17. Assume full risk on the Plans effective date for all lives that are insured by the current carrier as of December 31, 2025, with "no activity at work" exclusion.
 18. Assume full risk for all lives effective on or after the Plans effective date, January 1, 2026, at 12:00am.
 19. Pay benefits on a "no loss – no gain" basis as provided in Florida Statutes thereby no one will lose coverage due to a change in carrier.
 20. Administer the Plans in accordance with the Life Insurance Certificate of Insurance/Policy unless different provisions are subsequently agreed to in writing by the County.
 21. Pay death benefits to beneficiaries of employees who die while on a County approved leave of absence provided premiums are paid, if applicable, without any time limit.
 22. Provide an accelerated death benefit with certification of impending death (not to exceed 12 months).
 23. Accept court appointed guardians for minor beneficiary designations.
 24. Allow employees losing Basic Life and /or Optional Life Coverage, due to termination and/or reduction in hours or who are no longer in an eligible class, to purchase a conversion and Port policy regardless of period of time covered.
 25. Provide a Discontinuance of Life Insurance/Conversion Notice, to members of their rights / eligibility for Basic Life and Optional Life conversion and portability options (see sample Attachment F).
 26. Administer and accept applications for conversion of any plan within 30 days from loss of coverage (example: termination of employment or reduction in hours) or 15 days from the date the County provided notification, whichever is later. (However, the maximum number of days allowed to purchase a conversion policy is 90 days from loss of coverage.)
 27. Accept the most current Evidence of Insurability/Statement of Health Form for medical underwriting.
 28. Grandfather all current amounts of life insurance for all policies.
 29. Allow a one-time open enrollment up to the guaranteed issue to existing employees who wish to purchase optional life insurance up to 3x salary.
 30. Provide a toll-free number to promptly answer all telephone inquiries during the County's regular business hours, Monday through Friday from 8am to 5pm (local time).
 31. Exclude commission or any other compensation paid to a broker or selling agency in the rates unless required by law.
 32. Comply with Performance Guarantee Provisions as stated in the resultant contract.

33. Fulfill, upon expiration or termination of any agreement as a result of this Solicitation, all responsibility of the Plan year, including but not limited to, the transfer to the County of all data and records necessary to administer the Plans at no additional cost to the County.
34. Prepare language for amendments to the Certificate of Coverage/Policy due to legislative or other changes.
35. Prepare a customized Policies and Procedures Manual for services requested herein, which will be utilized by the Contractor and the County.

2.3.3 ADDITIONAL SERVICES

In addition to the required Services above, the Contractor shall provide the following services:

1. Meet with the County annually 90 days before open enrollment to determine key dates for all Plans.
2. Create and maintain a database of all eligible participants for all Plans.
3. Confirm and correct discrepancies regarding eligible employees with user County Departments.
4. Provide an online annual enrollment period for all eligible employees on the insurance carriers website.
5. Provide customer support services to the County. Contractor's representative shall be available to respond to all questions regarding coverage, eligibility, benefit information, and beneficiary designations.
6. Provide detailed reports to each using County Department containing specific employee information for eligibility verification and sworn or non-sworn status, as requested by the County.
7. After eligibility and status are confirmed and open enrollment file has been successfully transmitted to the plan administrator, provide the Program Manager with an electronic file (System Data Format file with fixed length) for determining the appropriate payroll deduction based on benefit level and premium calculation within 7 business days.
8. Provide premium calculations to Program Manager for payroll deductions based on information received throughout the year for new enrollees.
9. Keep original enrollment/beneficiary forms and changes on file.
10. Keep County's Death Benefit (burial) form on file; County will be responsible for payment of this claim.
11. At the termination of the agreement, provide all beneficiary forms and the most recent electronic file to the County.

2.3.4 ENROLLMENT

The Contractor shall:

1. Allow for a customized online annual enrollment period for all eligible employees, subject to evidence of insurability, directly on the Contractor's website for all Plans. The Contractor shall notify the County, via electronic feed, of all approvals to facilitate payroll deductions.
2. Prepare for enrollment usually during the fall for all Plans for the following year implementation.
3. Mail notices to employees' home address regarding the annual Optional Life open enrollment.
4. Supply all evidence of insurability forms.
5. Have an online system to conduct, capture and maintain Beneficiary data and for new enrollees and during open enrollment. For the Basic Life/AD&D, the County will provide the Contractor and eligible file weekly. For any member electing Optional Life for themselves or dependents, these elections are made through the current carrier's online platform. The Contractor shall provide system interface and data format requirements for enrollment and eligibility data.
6. Agree to comply with the County's and/or the current carrier's online beneficiary designation process.
7. Accept all new enrollees.
8. Agree that all eligible employees may enroll during each open enrollment date of the anniversary date of the Program.

Notes:

1. Retirees do not participate in the annual open enrollment process.
2. Coverage for new employees will be effective on the 1st day of the calendar month coinciding with or following sixty (60) days from the date of hire into a qualifying classification.

2.3.5 CERTIFICATES/COMMUNICATION MATERIALS

The Contractor shall:

1. Provide to the County's Program Manager initial drafts of the life insurance certificates, all communication materials, open enrollment and marketing materials for approval and prior to distribution to County employees. Drafts shall be provided at least 60 days prior to open enrollment. Any postage costs are to be paid by the Contractor.
2. At initial enrollment, mail (directly to homes of participants) certificates of coverage to all participants as well as certificates to all retirees enrolled. The Contractor shall pay all applicable postage.
3. Provide a sufficient quantity of certificates to the County's Program Manager or designee for approval, in writing, prior to printing.
4. Provide online access and data necessary to be included during open enrollment on the County's website for open enrollment. Reference the County's website for a snapshot of the provider materials accessible to employees: [Employee Benefits](#)
5. Provide at Contractor's own cost the Plans printed information materials and supplies for open enrollment and throughout the year.

2.3.6 REPORTING

The Contractor shall provide a Premium versus Paid Claims Activity report and Detailed Death Claim report segregated by County agency sub-groups on a quarterly basis. Any additional reports as requested by the County shall be provided within 48 hours of request, unless otherwise approved by the County.

2.3.7 UNDERWRITING INFORMATION

Effective date of coverage: January 1, 2026, at 12:00 A.M. (local time)

Name and address of Policyholder

Board of County Commissioners, Miami-Dade County
c/o Human Resources - Benefits Division
111 NW 1st Street, Suite 2340
Miami, Florida 33128-1987

2.4 Optional Services

The County reserves the right to request benefit options (limit to 1 plan design) for additional optional employee paid Supplemental Health coverages: Critical Illness, Long-Term Care, Hospital Indemnity, Cancer, and Accident insurances. The County has the option of requiring the Contractor to provide the referenced services at an agreed upon cost. All optional services and related expenses require prior written County approval.

2.5 Plan Enhancements

- Increasing guaranteed issue to 4x/\$750,000
- Increasing spouse benefit to \$20,000
- Increasing child benefit to \$20,000
- Allowing annual one-level increase opportunity to guaranteed issue (4x/\$750,000) for current participants.

APPENDIX B – PRICE SCHEDULE

1. PROPOSED PREMIUM STRUCTURE – BASIC LIFE (W/AD&D), RETIREE LIFE, OPTIONAL LIFE AND DEPENDENT LIFE
Proposer's proposed fees for providing all services as stated in Section 2.0, Scope of Services as follows:

Basic Life/AD&D - Active Employees, County Commissioners & Retirees under age 65 Monthly Premium Rate Summary

Active Employees, County Commissioners and Retirees <65	Estimated In Force Volume (Current Coverage)	Monthly Rate Per \$1,000	Monthly Premium (Estimated in Force Volume x Monthly Rate Per \$1,000)
Basic Life (1x salary)	\$2,439,428,170.05	\$0.122	\$297,610
Basic AD&D (1x salary)	\$2,439,428,170.05	\$0.018	\$43,910
Monthly Premium Total			\$341,520

Basic Life - Retirees aged 65 and over*
Monthly Premium Rate Summary

Retirees 65+ \$5,000 or \$10,000 Flat retired prior to 1/1/2007; \$15,000 or \$20,000 Flat retired as of 1/1/2007	Estimated In Force Volume (Current Coverage)	Monthly Rate Per \$1,000	Monthly Premium (Estimated in Force Volume x Monthly Rate Per \$1,000)
Age 65-69	\$30,743,000	\$0.735	\$22,596
Age 70-74	\$30,650,000	\$1.213	\$37,178
Age 75+	\$38,510,000	\$1.677	\$64,581
Monthly Premium Total			\$124,355

* Does not include AD&D

Optional Life*
Monthly Premium Rate Summary

Age	Estimated In Force Volume (Current Coverage)	Monthly Rate Per \$1,000	Monthly Premium (Estimated in Force Volume x Monthly Rate Per \$1,000)
Under 35	\$385,184,042	\$0.030	\$11,556
35-39	\$595,993,144	\$0.043	\$25,628
40-44	\$912,101,731	\$0.068	\$62,023
45-49	\$988,450,437	\$0.102	\$100,822
50-54	\$1,236,577,646	\$0.156	\$192,906
55-59	\$939,037,965	\$0.275	\$258,235
60-64	\$534,112,391	\$0.433	\$231,271
65+	\$213,776,279	\$0.664	\$141,947
Monthly Premium Total			\$1,024,388

*For Optional Life, up to eight (8) times base annual salary rounded up to the nearest \$1,000.

Optional Dependent Life
Monthly Premium Rate Summary

	Estimated Number of Dependents*	Monthly Rate	Monthly Premium (Estimated Dependents x Monthly Rate)
Spouse/Domestic Partner (\$20,000)	2,200	\$0.93	\$2,046
Dependent Child 25 and under (\$20,000)	4,000	\$0.93	\$3,720
* Based on the approximate number of dependents on record.		Monthly Premium Total	\$5,766

2. CONVERSION

What would be the charge for conversion upon termination of coverage?

Plan	Price Per \$1,000
Life Insurance	Charge for under age 40: \$60 per \$1,000 of converted coverage; age 40-49: \$120 per \$1,000; age 50-59: \$200 per \$1,000; age 60+: \$295 per \$1,000.
AD&D	Charge for under age 40: \$60 per \$1,000 of converted coverage; age 40-49: \$120 per \$1,000; age 50-59: \$200 per \$1,000; age 60+: \$295 per \$1,000.

3. PORTABILITY

What would be the charge for portability upon termination of coverage?

Plan	Price Per \$1,000
Life Insurance	Charge for under age 40: \$5 per \$1,000 of ported life coverage; age 40-49: \$10 per \$1,000; age 50-59: \$15 per \$1,000; age 60+: \$50 per \$1,000.
AD&D	Charge for under age 40: \$5 per \$1,000 of ported life coverage; age 40-49: \$10 per \$1,000; age 50-59: \$15 per \$1,000; age 60+: \$50 per \$1,000.

4. OPTION TO RENEW TERM

Option Years 2031-2032	Yes	No
Will Proposer guarantee rates for 2031-2032 option period?		X
*If no, OTR rates will be negotiated as stated below.	Securian is willing to offer a renewal cap of up to 20% for years 6 and 7 or a guarantee to continue enforce rates with a combined 42-mo incurred loss ratio of 87% or better. The incurred loss ratio calculation includes non-pooled paid and pending claims, internal pooling charges, waiver and total and permanent disability reserves (if applicable), reserves for claims incurred but not reported, and applicable port and conversion charges. Both of these can be offered simultaneously	

Notes:

1. The "Estimated Force in Volume" and the "Current Enrollment" numbers are provided for informational and evaluation purposes only and are not guarantees of actual enrollment numbers in the plan during the contract. Actual enrollment may be lower or higher.
2. A change to the number of eligible employees, after the policy inception date, shall not affect the premium amount to be paid by the County for that policy period for the AD&D plan only.
3. Rates shall be all-inclusive. No "add-on" charges for services shall be accepted, including but not limited to a) Updates prepared and submitted for inclusion in benefits booklet; b) All reports as stated in the Scope of Services; and c) Contract termination (whether on or off the anniversary date).
4. Rates for Basic Life/AD&D - Active Employees, County Commissioners & Retirees under age 65 agreed upon as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%).
5. Any commissions (to agents, brokers, etc.) shall be included in Proposer's proposed rates, and any commission shall be available for review as requested by the County.
6. All rates shall be guaranteed for the initial 5 plan years of the contract period. Rates shall not be contingent upon minimum participation requirements. Any extensions pursuant to Article 5 of the Agreement will be at the then current rates, unless the County approves a decrease or increase in the rates in writing.
7. If Proposer does not guarantee rates for the one, two-year option to renew period, they shall be negotiated and the recommended renewal rates shall be provided to the County by June 1, 2029, along with a justification of the Contractor's underwriting/actuarial methodology used to determine the new rates. If no recommended increase is received by June 1, 2029, the rates shall remain the same for the two-year renewal period.
8. Proposer's Price Proposal may not be contingent on any assumptions or proposed restrictions. Any Price Proposal that is conditioned may be deemed non-responsive pursuant to Section 1.3 of the RFP.

APPENDIX C
Performance Guarantees

Performance Criteria	Performance Standard	Measurement	Percentage of Premium/Dollars at Risk for Plans
Plan Communications	Brochures/descriptive literature must be delivered to the County, or to its designee, as directed, in final form, at least 60 calendar days prior to open enrollment.	Date materials are delivered.	\$29,800 for Plan year 2026; not applicable for Plan year 2027-2030 Client specific
Life Claim Turnaround	95% of all death claims will be processed within 10 business days of receipt of all information necessary to process the claim.	Measured and reported based on County specific claims. Reviewed quarterly; reported on an annual basis.	\$ 29,800 per Plan year. Client specific
Life Claim Financial Accuracy	99% financial accuracy.	Random sampling of all claims paid based	\$29,800 per Plan year. Client specific
Reporting	Provide County with quarterly reports broken out by Plan as previously determined by Program Manager. Additional reports shall be provided 48 hours after request, unless agreed upon otherwise.	Report received by end of first week following the closure of the proceeding quarterly period or as requested.	\$14,900 per Plan year. Client specific
Claim Inquiries/Complaints	All claims, written claim inquiries or complaints, and other contacts with the Proposer by the Benefits Department, the Payroll Deduction Unit, or the County employees and their covered dependents must have a written response within ten (10) calendar days of receipt by the vendor.	Quarterly report provided for review.	\$14,900 per Plan year. Client specific
Telephone Responsiveness	The employees of the County must have their telephone calls returned within twenty-four hours from receipt.	Performance log provided on quarterly basis.	\$29,800 per Plan year. Client specific Book of business
	Average response time of 30 seconds or better. (Monthly)		
	Abandonment rate of 5% or less. (Monthly)		
Administration	Proposer agrees to liquidated damages for employee satisfaction ratings below 85%.	Quarterly surveys submitted to County employees for feedback report	\$14,900 per Plan year. Client specific
	At a minimum, provide annual reporting metrics for each outlined performance standard.	Provided annually one month prior to end of plan year.	\$14,900 per Plan year. Client specific



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

MINNESOTA LIFE INSURANCE COMPANY does not use coercion for labor or services as defined in Section 787.06, F.S.

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Kyle Strese

Title of Contractor's Authorized Representative: 2nd Vice President & Actuary

Signature of Contractor's Authorized Representative: Kyle Strese

Date: 1/22/2025