

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. RFP673
 Re-Bid Other LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQHR1600001 TERM OF CONTRACT 3 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Employee Group Dental Insurance Program

Description: Countywide group medical plan for employees to include a DPPO/DHMO plans.

Issuing Department: Human Resource Contact Person: Helena Denham-Carter Phone: 305-375-1638
 Estimate Cost: 91,600,000.00 Funding Source: GENERAL FEDERAL OTHER

ANALYSIS

Commodity Codes:	<u>918-69</u>	<u>953-48</u>	<u>953-52</u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	<u>Delta Dental Insurance</u>	<u>Delta Dental Insurance</u>	<u>Delta Dental Insurance</u>
Small Business Enterprise:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Contract Value:	<u>\$57,000,000</u>	<u>\$19,000,000</u>	<u>\$53,620,000</u>
Comments:	<u>Please return to Celeste Walker.</u>		

Continued on another page (s): YES NO

RECOMMENDATIONS

SBE	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation:

Signed: _____ Date sent to SBD: 3/3/2016
 _____ Date returned to DPM: _____

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00342
FOR
Employee Group Dental Insurance Program (DPPO/DHMO PLANS)**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2015 at ____:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Human Resources Department

COUNTY CONTACT FOR THIS SOLICITATION:

Celeste S. Walker, Procurement Contracting Manager
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4260
E-mail: cwalk@miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. BidSync Customer Service Representatives are available at 1-800-990-9339 (8AM-8PM) EST. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Human Resources Department, is soliciting proposals for the provision of a voluntary multi-option, fully-insured dental benefit program, inclusive of both dental health maintenance organization (DHMO) and dental preferred provider organization (DPPO) plans for the County's Employee Group Dental Insurance Program (Program) commencing with Plan Year 2017, effective January 1, 2017.

The County anticipates awarding up to two (2) contracts to include both a DPPO and DHMO Plan each, to meet the needs of the Program for three (3) Plan years, with one (1) option to renew consisting of twenty-four (24) months, at the County's sole discretion. The County is not interested in receiving proposals for the DHMO plans only. Proposer(s) should propose both a DPPO and DHMO plan design.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadegov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The words "Fully Insured Program" to mean a program where the employer contracts with another organization to assume financial responsibility for the Members' dental claims and for all incurred administrative costs.
4. The word "Member" to mean all employees, retirees, their spouse/domestic partner, and their eligible dependent(s).
5. The words "Plan Design or Plan" to mean designed benefit option to establish a course of dental care.
6. The words "Plan Year" to mean calendar year, January 1 through December 31.
7. The words "Program" to mean the fully-insured employee benefit program established and maintained by the County that provides dental care for employees and their dependents.
8. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
9. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
10. The word "Provider" to mean dental professional rendering services under the Program.
11. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
12. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
13. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
14. The word "Subscriber" to mean person whose employment makes them eligible for group dental insurance benefits.
15. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities

in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the same terms as set forth herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before selection committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person

upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

The County employs approximately 28,000 individuals in South Florida, although the Employee Group Dental Insurance Program (Program) covers 40,000 lives. Covered groups include employees, retirees (Medicare and Non-Medicare eligible) and their eligible dependents of Miami-Dade County, the Industrial Development Authority, Housing Finance Authority, as well as, approximately 60 judges

(refer to the census data provided in **Attachment 1, Census**). Jackson Health System (JHS) had been a covered group within the County's Program since the inception of the current agreements. However, JHS will not participate as a covered group in the County's future Program, resulting for this Solicitation, at this time. Modifications to the County's benefit levels are subject to collective bargaining agreements. Additionally, the County reserves the right, at its sole discretion, to alter the current Plan Design going forward.

The County's existing Plan Design includes two (2) Dental Health Maintenance Organization (DHMO) and one (1) Dental Preferred Provider Organization (DPPO) options, as follows:

<u>Contractor</u>	<u>Plan Design Options</u>
Delta Dental Insurance Company	DPPO) Indemnity
Metropolitan Life Insurance Company/SafeGuard	DHMO (Pre-paid)
Humana Dental/Oral Health Services (OHS)	DHMO (Pre-paid)

Each dental plan provides a choice of two benefit tiers: standard and enriched. The Delta Dental (PPO) Plan includes a preferred network of dentists who, if selected for services, offer Members reduced out-of-pocket expenses. All dental plan options are fully insured. Design options and corresponding benefits are available for review at the County's Benefits Webpage. Please refer to the following link: <http://www.miamidade.gov/humanresources/health.asp> for further information. Proposer may also refer to the summary of benefits provided in **Attachment 2, Summary of Benefits Coverage Handbook**, for further information on existing Program plan summaries descriptions.

Note: The International Association of Firefighters Local 1403 ("IAFF") offers a Union-sponsored DHMO and DPPO options to its Members. IAFF Members will continue to be offered the opportunity to select from the County's plan design options, or if eligible, one of the plan options offered through IAFF. Please refer to the Miami-Dade County Employee Group Dental Insurance Program enrollment figures provided in **Attachment 1, Census** to identify all active participants, including participants within the Fire Union sponsored dental plans. The County reserves the right at any time during the term of any agreement resulting from this Solicitation; to allow either the JHS and/or the IAFF group the option to participate in the Program.

Additionally, County anticipates continuing with the existing contribution strategy, per employee, per pay-period. The County currently contributes 100% of the single employee plan cost for the standard benefit. The employee pays the full cost for dependent coverage and if selected, the incremental cost for the enriched benefit option. The rate structure is as follows: 1) employee only; 2) employee plus one dependent; and 3) employee plus two or more dependents. The County contribution levels are subject to change, primarily based on collective bargaining agreements, at the County's sole discretion. The County plans to remain fully-insured for its dental benefits for the foreseeable future:

2.2 Objective

The objective of this Solicitation is to verify competitiveness of the County's current Program and ultimately to establish contracts for the delivery of a comprehensive Employee Group Dental Insurance Program with the most competitive rates in the marketplace, professional plan administration and the flexibility and accessibility for the actively employed and retired populations to choose the dental plan that fits their needs from one or more qualified providers who provide employees with quality dental care at affordable prices to help cover the cost of dental care, ranging from basic preventative coverage to major dental work.

Proposer's proposed Program should match, to the utmost extent possible, or improve the County's existing Plan design by expanding features for possible consideration and inclusion in the County's Program, at the County's sole discretion (e.g., Rollover, Preventive Care Waiver, etc.). Please refer to Section 2.7 in addition to inquiries posed in the Proposer Information document, for further information.

2.3 Qualification Requirements

A. Minimum Qualification Requirements

The Proposer shall:

1. Be licensed by the State of Florida, to transact the appropriate insurance product and services for which the proposal is being submitted for, as of the proposal due date.
2. Be financially stable to render the services listed herein, as of proposal due date. To satisfy this requirement, Proposer shall have a minimum "A-" rating from A.M. Best Company, and no less than a Financial Classification of "VII" or higher as of the firm's most recent rating. If Proposer's rating does not meet the aforementioned rating requirement, the Proposer shall provide to the County:
 - 1) its most recent **independently audited** financial statements with the auditor's notes for each of its past two (2) fiscal years.

(Note: This is a continuing requirement throughout contract award and term of the agreement.)

B. Preferred Qualifications

The Proposer should:

1. Confirm that Miami-Dade County's account will not increase the Proposer's nationwide current book of business by more than 25%.
2. Have a minimum of five (5) years of experience in the State of Florida administering claims and providing similar services to those listed in this Solicitation, for governmental groups of 10,000 employees or greater. This preferred qualification is also applicable to the Proposer's subcontractors.
3. Have sufficient and qualified dental provider networks within the areas in which County employees and retirees reside (primarily in South Florida). Retirees and out-of-area dependents should have sufficient access to providers and should be covered based on the same plan designs as in-area participants. The minimum access standards are listed in Section 2.4, (8) (b).

2.4 General Information and Specifications

1. Any full-time County employee who has completed 60 days of employment is eligible for coverage, or as determined by the County. Any part-time employee who consistently works at least 60 hours bi-weekly and has completed 60 continuous days of employment is eligible for coverage. If an election is made, coverage is effective the first day of the month following completion of the eligibility period without any actively-at-work exclusion.
2. Dependent eligibility is defined as follows:

Eligible Dependents	
Spouse*	Subscriber's legal spouse
Domestic Partner (DP)*	Subscriber's Domestic Partner in accordance with County Ordinance 08-61.
Child	Subscriber's biological child, legally adopted child or child placed in the home for the purpose of adoption in accordance with applicable state and federal laws.
Child with a Disability	Subscriber's Dependent child incapable of sustaining employment because of a mental or physical disability may continue coverage beyond the limiting age, if enrolled for dental prior to age 25. Proof of disability must be submitted to the Plan on an ongoing basis.

Step Child	Subscriber's spouse's child, as long as the Subscriber remains legally married to the child's parent. Subscriber's domestic partner's child, as long as the domestic partnership continues to meet the requirements of Miami Dade County Ordinance No. 08-61, Sec. 11a-72.
Foster Child	A child that has been placed in Subscriber's home by the Department of Children and Families Foster Care Program or the foster care program of a licensed private agency. Foster children may be eligible until their age of maturity.
Legal Guardianship	A child (ward of Subscriber) for whom Subscriber has legal guardianship in accordance with an Order of Guardianship pursuant to applicable state and federal laws. Subscriber's ward may be eligible until their age of maturity.
Grandchild	A newborn dependent of Subscriber's covered child; coverage may remain in effect for up to 18 months of age as long as the newborn's parent remains covered. After 18 months, the grandchild must have met the criteria of permanent legal ward of the Subscriber.

Coverage Limiting Age for Dependent Children - Your dependent child's coverage ends on:

Dental - December 31 of the calendar year child turns 26. There is no extension for dental coverage unless the adult child is disabled. For Plan Year 2016, at its sole discretion, the County may elect to extend coverage for dental until the end of calendar year the child turns 26.

***Subscriber's Spouse or Domestic Partner (DP)** is not an eligible dependent for coverage if also a County employee. Eligible employees are not permitted to cover each other on their group medical/dental plans. Ex-spouses may not be enrolled for group benefits under any circumstance, even if a divorce decree, settlement agreement or other document requires an employee to provide coverage for an ex-spouse.

3. **Attachment 1, Census** further identifies all active employees that are eligible for union sponsored dental options.
4. Retiring employees should be provided a one-time opportunity, at the time of retirement (no later than 30 days from the retirement date), to change their dental insurance plan election in order to allow participation in the benefit option which best meets their retirement needs. The selected Proposer should allow a separate annual enrollment change period for retirees, as requested by the County.
5. All provisions should conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), where applicable. Please refer to the HIPAA Business Associate Agreement (BAA) included in the County's Form of Agreement herein provided as **Appendix C**. The selected Proposer is required to execute a BAA with the County as part of any award issued, resulting from this Solicitation.
 - a) New employees and their eligible dependents are eligible for coverage without proof of insurability.
 - b) Employees who do not enroll within their initial benefits eligibility period, and do not satisfy a HIPAA special enrollment qualifying event, may not enroll until the following annual open enrollment period with a January 1 effective date.
 - c) All employees and dependents enrolled as of December 31, 2016 are eligible for coverage with no actively-at-work exclusion.
6. The following rules apply for adding dependents:
 - a) **New Dependents** - A dependent of an insured may be added to the Program by submitting an application within 45 days (60 days for newborns) of acquiring the dependent status. The employee must enroll the dependent within 45 days after the marriage, registration of Domestic Partnership or birth/adoption of a child (60 days for newborns). Coverage for a new spouse or Domestic Partner is effective the first day of the month following receipt of the

application. Coverage for a newborn and children placed for adoption is effective as of the date of birth, or the earlier of 1) placement for adoption, or 2) adoption date. The change in rate, if applicable, is effective the first day of the month following the birth or the earlier of 1) placement for adoption or, 2) adoption date.

- b) If eligible employees have declined coverage for themselves or their dependents because of other insurance coverage and the other coverage ends, they may request enrollment within 45 days after the other coverage ends.
 - c) Change in Status (CIS) - A dependent may be added to, or deleted from, the Program at any time during the year, under HIPAA special enrollment, or pursuant to IRS Section 125 provisions, as adopted by the County. Proof of the change in status must be submitted at the time of request for change. Please refer to item 6(a) above for information on adding a new dependent. Payroll changes to add a newborn are processed in accordance with Florida Statute 641.31(9). If the Change in Status (CIS) Form is received by the County within the first 31 days from birth, the rate is waived for the first 31 days. If the CIS Form is received after the first 31 days, but within 60 days of the birth, the new rate will be charged retroactive to the date of birth. The same applies when adding an adopted child or child placed for adoption. The rate is waived for the first 31 days if the CIS Form is received by the County within the first 31 days from the earlier of: a) adoption, or b) placement for adoption. If the CIS Form is received after the first 31 days, but within 60 days of the event, the new rate will be charged retroactive to the earlier of: a) adoption or b) placement for adoption. Payroll changes to delete a dependent, other than those events specified in this paragraph, become effective the first day of the pay period following receipt by the County.
7. Employee membership terminates on the last day of the pay period the employee ceases active work, for any reason other than an approved leave of absence or retirement, and for which applicable payroll deductions (or direct payment, if on a leave of absence) are made.
8. The selected Proposer should:
- a) Adhere to established standards for the consideration and credentialing of providers in its networks.
 - b) Perform a Geo Access analysis on an annual basis and make reasonable efforts to contract with additional providers, where minimum access standards may not be met. The minimum access standards are one (1) provider within 5 miles, or two (2) providers within 10 miles.
 - c) Pursue necessary actions to discourage provider disparagement of the County's Employee Group Dental Insurance Program.
 - d) Notify the County of any change in its financial ratings by A.M. Best, or any significant change to selected Proposer's financial position and/or credit rating. Notification of such change should be provided to the County's Project Manager, no later than three (3) business days after the selected Proposer has been apprised of such change. Notification to the County should include the submission of the selected Proposer's most recent independently audited financial statements for each of its past two (2) fiscal years, or the U.S. Securities and Exchange Commission's (SEC) Annual 10-K Report for its past two (2) years.

Note: After proposal submittal, the County reserves the right to require additional information from Proposers (or subcontractors) to determine financial capability (including, but not limited to, annual reviewed/audited statements with the auditor's notes for each of the past two (2) complete fiscal years).

9. Contract is to be issued in the State of Florida unless selected Proposer obtains permission from the County to use an alternative situs.

2.5 Enrollment/Communication Provisions

The selected Proposer should:

1. Provide promotional and enrollment materials at a minimum of thirty (30) days prior to the start of the County's annual open enrollment period, anticipated to be late October/early November for each upcoming Plan Year. Enrollment materials should be provided in printed format, in an adequate amount (for approximately 10,000 employees at the County's discretion. The County may also require the selected Proposer to provide enrollment materials in alternate formats (i.e., Braille, different languages, large print and/or audio compact disk). An electronic version of enrollment materials, as well as a customized benefits website should be made available to all eligible employees/retirees during Annual initial enrollments and to new enrollees. Materials include, but are not limited to, the Certificate of Coverage and other materials, as deemed necessary by the County. The costs of printing and producing materials, in all formats, are the sole responsibility of the selected Proposer.
2. Print, mail and electronically produce the Certificate of Coverage directly to Members' homes at least thirty (30) days prior to the start of the Plan Year, effective January 1st, at no additional cost to the County. The selected Proposer should provide additional supplies of the Certificate of Coverage to the County, as required by the County.
3. Utilize authorized County-specific forms and materials, as deemed necessary by the County.
4. Mail identification (ID) card to each enrolled Member within 5 business days from the date of receipt of each eligibility tape, excluding weekends and holidays. On-demand temporary ID card printing should be available at the selected Proposer's website, wherein Members can easily print temporary ID cards, when any of the following events occur:
 - a) Change in coverage option;
 - b) Change in coverage tier; and/or
 - c) A replacement/duplicate card is requested.
5. Ensure that Members/Subscribers can be identified by social security number, employee ID number **and** bargaining unit, as required by the County. The selected Proposer should ensure that all Social Security Numbers are maintained for all Members/Subscriber enrolled in the Program, and as such, should bear the responsibility of protecting the privacy and legal rights of all Members/Subscribers.
6. Distribute all communication materials to the various County locations no later than two (2) weeks prior to the start of the County's annual open enrollment period. The County should approve in writing all booklets and any/all other employee communications prior to its printing. Additionally, the County retains the right to prohibit distribution of any materials that make false or misleading statements, reference any Program other than the selected Proposer's Program, or any other materials or "giveaways", at the County's sole discretion, which the County deems to be inappropriate.
7. Review its Program-specific information to be included in the County's Employee Benefits Handbook for accuracy and provide the necessary updates to the County no later than September 1st, for each upcoming Plan Year. The County will finalize and publish the Benefits Handbook. The County should retain final approval authority over all communication material.
8. Consent to the use of the County's existing Enrollment Form and/or on-line enrollment process. The Enrollment and Change in Status Forms can be found at the County's benefits website. The County uses web enrollment for the annual open enrollment and anticipates its continued use for ongoing enrollments.
9. Have access to County employees on County premises, as determined by the County.
10. Provide sufficient personnel to attend all initiating annual open enrollment period meetings with the County's Project Manager, and subsequent annual open enrollment period meetings (estimated to be approximately 30 on-site meetings), at the County's sole discretion. Such meetings schedule will be set by the County. The selected Proposer's personnel (i.e., Account Executive/Manager/Representative, etc.) should be available to attend periodic meetings throughout the Plan Year, scheduled by the County, with reasonable notice given.
11. Consent to receiving eligibility data, in an electronic format, in the file layout used by the County.

12. Update eligibility data within one (1) business day from the receipt of such data. The selected Proposer should notify the County of any issues arising within one (1) business day from the time of the data upload.
13. Provide a single point of contact for the purpose of facilitating eligibility and enrollment information, and coordinating any internal distribution of such information, as well as facilitating any necessary transfer of data to third party administrators.

2.6 Administrative and Related Services

The selected Proposer should:

1. Implement the County's Employee Group Dental Insurance Program in a timely manner for a January 1, 2017 plan effective date, with enrollment scheduled for October/November of 2016, as deemed necessary by the County.
2. Consent to the County's self-billing process as all benefit plans should be administered on a self-billing fee/premium rate remittance basis.
3. Consent to bi-weekly bank wire-transfers of fee/premium payments, which will be remitted for the prior pay period. The selected Proposer should grant a 30 day grace period for active and leave of absence status employees. Proposer shall not terminate coverage for any member without notification from the County.
4. Pursue Coordination of Benefits (COB) before payment of claims to provide Subscriber/Member with as much coverage as possible while at the same time eliminating over insurance.
5. Administer procedures appropriately to carefully monitor and report the status of dependent children and dependent children of Domestic Partner to ensure satisfactory proof of eligibility is obtained and that coverage complies with Federal and State regulations, including COBRA status. Dependent children and dependent children of Domestic Partner losing group coverage due to age or loss of dependent status should be notified of their COBRA rights. The selected Proposer should notify the County within 60 days after the open enrollment effective date (January 1st of each year) of any discrepancies in eligibility including employee name, dependent to be deleted and any change in coverage level.
6. Provide all COBRA administration, including mailing of initial COBRA notification after receiving notification of a qualifying event from the County. The services required also include billing of beneficiaries and collection of appropriate premiums.
7. Verify dependent eligibility at initial enrollment and dependents with different last names at subsequent open enrollments, and notify the County within 60 days of any discrepancies in eligibility. The selected Proposer should verify eligibility for new hires and new enrollees within 30 days and notify the County of any discrepancies in eligibility
8. Provide a local account representative (who should be physically located in the Tri-County area, and be approved by the County) with full account management capabilities. The account representative should assist the County in the administration of the Program approved by the County, in providing all necessary and related services for employees, in obtaining the appropriate resolution of issues including claims problems, and in any other way requested, related to the Services stated herein.
9. Ensure that selected Proposer's Account Executive/Manager and account management team should:
 - a) Devote the necessary time to manage the account and be responsive to County needs pertaining to this Scope of Services (this includes being available for frequent telephone calls and on-site consultations with the County staff located in Miami, FL.);
 - b) Provide the County with mobile phone numbers and email addresses of all key account management personnel;
 - c) Be thoroughly familiar with all of the proposing company's functions that relate to the County's account; and,
 - d) Act on behalf of the County to effectively advance County action items through the selected Proposer's corporate approval structure.
10. Comply with the Performance Guarantee Standard Provisions (see **Attachment, Performance Guarantee Standard Provisions**, which provides an outline of the current standards). Compliance with Performance Guarantee Standard should be measured annually at the end of each Plan Year and any non-compliance within each category should be assessed the amount at risk penalty, payable to the County.

11. Ensure the Program complies with Federal guidelines for Cafeteria Plans pursuant to Internal Revenue Code Section (IRS) 125, as adopted by the County, the Patient Protection and Affordable Care Act (PPACA), the Age Discrimination in Employment Act (ADEA), American Disabilities Act (ADA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and COBRA, as well as all, other applicable federal requirements and all Florida-mandated benefits.
12. Provide Quarterly and Annual Premium vs. Paid Claims Activity Reports within 30 days of the close of the Quarter\Plan Year. Reports should be segregated by active employees, retirees, bargaining unit and further categorized with dependents and COBRA beneficiaries identified separately (active and retirees). The County may require ad-hoc, as deemed necessary, at the County's sole discretion. Such ad-hoc reports should be provided within 10 days of the County's request.
13. Provide, within 30 days of the effective date of coverage, every new Member with a detailed explanation of the grievance procedures, if not included in the certificate of coverage. Such notification should be provided to Members by mail.
14. If the contract is terminated at any time during the contract period, selected Proposer should transfer to Miami-Dade County all data and records necessary to administer the dental plan in the format and media requested by the County within 15 days of termination date. Selected Proposer should pay claims for all covered members/participants who incurred dental services under contract prior to the termination date.
15. Assume financial responsibility for overpayments due to selected Proposer's errors and fully reimburse the County of such overpayment.
16. Establish and maintain necessary resources to promptly answer all telephone and written inquiries from members regarding any aspect of the dental plan.
17. Maintain and facilitate on-line claims history for participants/members and Miami-Dade County for a period of no less than three years.

Below Section 2.7 is for informational purposes and will not be utilized for scoring purposes.

2.7 Additional Services Design(s)

As the County evolves its benefits strategy, the selected Proposer should be able to adapt to any future changes to the Program that will achieve efficiencies and cost savings to the County, such as the design and creation of Additional Plan Design(s). Proposers are encouraged to submit information for an Additional Plan Design(s) as part of their proposal for consideration. The Additional Plan Design(s) should target cost savings for the County and its employees through a viable approach to additional plan designs and cafeteria type of plan. Proposers providing Additional Plan Design(s) should consider the following criteria:

1. The plan designs should be outlined including plan summary for each benefit level. All state-mandated benefits must be covered and all exclusions, limitations and non-covered items should be fully described.
2. The network should have sufficient providers, to include all specialty levels.
3. Description of how cost savings can be achieved within the Additional Plan Design(s), including assumed enrollment within each offering.

The County will determine whether it is in its best interest to incorporate such additional plan design(s) at the time of negotiation or in the future. In making such determination, the County will consider, among other things, whether savings for the referenced items can be achieved.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as

required and submitted in the manner described.

Proposer(s) should submit one proposal which includes both plan designs (i.e., DPPO and DHMO). The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee member.

Technical Criteria Design

	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance to include relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	200
2. Proposed Plan Designs, Network, Disruption, and Provider Reimbursement	300
3. Member Services/Access, Claims Administration, and Quality Assurance/Utilization Management requested in this Solicitation	200

Price Criteria

	<u>Points</u>
4. Proposer's Proposed Price (Form B-1)	300

4.3 Oral Presentations

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the

technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Draft Form of Agreement