

THE MARIN COUNTY HUMAN RESOURCES

REQUEST FOR PROPOSAL RFP# 2886

Dental Benefits Plan Provider

July 15, 2025

On behalf of the Marin County Human Resources – Benefits Division, the Marin County Procurement Division is seeking to contract for Dental Plan Insurance services as described in this solicitation.

Proposal packages will be received through Monday, August 11, 2025, UNTIL 4:00 PM PST, at the Marin County Procurement Division, 3501 Civic Center Drive Room 304, San Rafael, CA 94903.

Electronic submissions via [Bid Express®](#).

Any proposer who wished their proposal to be considered is responsible for making certain that the completed proposal, including all RFP documents, is received in the Procurement office by the proper time. Proposals received after the scheduled submittal deadline will be returned unopened.

Copies, alternative formats and auxiliary aids of this RFP will be made available upon request by contacting Jorge Molina in the Procurement Division at Jorge.Molina@MarinCounty.gov.

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

The County of Marin is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By conducting business for or with the County, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INSTRUCTIONS TO PROPOSERS	6
<i>General Project Description</i>	6
<i>Pre-Proposal Conference</i>	6
<i>Solicitation Questions</i>	6
<i>Submittal Requirements</i>	6
<i>Timeline of Events</i>	7
<i>Opening of Proposals</i>	7
<i>Informed Proposers/ Examination of Documents</i>	7
<i>Nomenclatures</i>	8
<i>Interpretation, Correction</i>	8
<i>Prices, Negotiations and Mistakes</i>	8
<i>Withdrawal of Proposal</i>	8
<i>Terms of the Offer</i>	8
GENERAL PROVISIONS	9
<i>Responsible Parties</i>	9
<i>Award of Contract</i>	9
<i>Award Evaluation Criteria</i>	9
<i>Preferences</i>	10
<i>Supplier Performance Management Program (SPMP)</i>	10
<i>Addenda</i>	11
<i>Change Orders</i>	11
<i>Invoicing and Payment</i>	11
<i>Assignment and Subcontracting</i>	11
<i>Force Majeure</i>	12
<i>Nondiscriminatory Employee</i>	12
<i>Fair Employment Provisions</i>	12
<i>Cancellation of Contract</i>	13
<i>Termination for Default – Time Extension for Delay</i>	13
	2

<i>Termination for Convenience</i>	13
<i>Nuclear Free Zone</i>	13
<i>Damages</i>	14
<i>Living Wage</i>	14
<i>Cooperative Agreement</i>	14
<i>Joint Procurement</i>	14
<i>Independent Proposer</i>	14
<i>Non-Appropriation of Funds</i>	14
<i>Compliance or Deviation to Specifications</i>	15
<i>Governing Laws</i>	15
<i>Insurance</i>	15
<i>Debarment and Suspension Certification</i>	16
<i>Conformity with Law and Safety</i>	16
<i>Attorney's Fees</i>	16
<i>Proposer Agreement to Terms and Conditions</i>	17
<i>Right to Audit</i>	17
<i>California Public Records Act (CPRA)</i>	17
<i>Taxes</i>	17
<i>Tax, California Non-Resident Income and Franchise Tax Withholding</i>	17
PROJECT INFORMATION	18
<i>Background</i>	18
<i>General Conditions</i>	18
<i>Contract Term</i>	18
<i>Pricing</i>	18
<i>Minimum Qualifications/Experience Requirement</i>	18
<i>Additional Requirements</i>	18
SCOPE OF WORK	20
<i>Dental Plan Underwriting and General Responsibilities</i>	20
<i>Program Evaluation, Reports, and Data Services</i>	20
<i>Customer Support Services</i>	21

<i>Open Enrollment and Communication Services</i>	21
<i>Wellness</i>	22
<i>Data Requirements</i>	22
<i>Member Satisfaction Survey</i>	22
SOLICITATION DOCUMENTS TO BE RETURNED	23
EXCEPTIONS TO THE SCOPE OF WORK	24
OFFER	25
REFERENCES AND PERFORMANCE	26
STATEMENT OF QUALIFICATIONS	27
DEBARMENT AND SUSPENSION CERTIFICATION	28
NON-COLLUSION DECLARATION	29
LOCAL BUSINESS PREFERENCE CERTIFICATION	30
WORKFORCE PREFERENCE CERTIFICATION	31
LEVINE ACT DISCLOSURE STATEMENT & FORM	32
Appendix A	33
<i>INTENT TO BID FORM</i>	33
Appendix B	34
<i>PREMIUM QUOTATION FORM</i>	34
Appendix C	34
<i>PLAN COMPARISON SUMMARY</i>	34
Appendix D	34
<i>QUESTIONNAIRE FORM</i>	34
Appendix E	34
<i>PROVIDER ACCESS</i>	34
A. Geo Access	34
B. Network Access and Discount Evaluation	34

Appendix F	34
<i>PERFORMANCE GUARANTEES</i>	34
Attachment A	35
<i>PREMIUM AND CLAIMS HISTORY</i>	35
Attachment B	35
<i>ENROLLMENT GUIDE</i>	35
Attachment C	35
<i>CENSUS</i>	35
Attachment D	35
<i>EVIDENCE OF COVERAGE</i>	35

INSTRUCTIONS TO PROPOSERS

General Project Description

The County of Marin seeks a provider for dental insurance coverage for its benefit-eligible employees.

Pre-Proposal Conference

There will not be a pre-proposal conference scheduled by the County.

Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by , **July 21, 2025** no later than **4:00 pm PST**. Questions asked after this date and time will not be considered. All questions shall be submitted to Jorge Molina Procurement Department via email at Jorge.Molina@MarinCounty.gov or the Bid Express® online platform.

The subject line shall be: RFP# 2886 – Dental Benefits Plan Provider

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website and the [Bid Express®](#) on **Friday, July 25, 2025**. It is the responsibility of all interested proposers to access the website(s) for this information.

Submittal Requirements

The Marin County Department of Public Works has transitioned its bidding processes to the [Bid Express®](#) online platform. Bidders can access current solicitations and a how-to guide for first-time Bid Express users County of Marin Bid Express home page at <https://www.bidexpress.com/businesses/53528/home>. Bidders must register for a free Bid Express account to view project solicitations; download bid documents; see the plan holder's list and submit bid RFIs.

Submitted responses must include the form(s) provided with this solicitation package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

Electronic submissions via Bid Express® OR one (1) written original (marked as such) and one electronic copy on a USB or electronic email copy proposal are due on Monday, **August 11, 2025**, no later than **4:00 pm PST**. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

Proposals shall be submitted electronically via email to an appropriate email by an appropriate date/time. An acknowledgement email will be sent to you when your proposal has been received. If you do not receive an email indicating "Received" it is your responsibility by 4PM August 12, 2025/24 hours from submission deadline to follow-up with staff at Jorge.Molina@MarinCounty.gov to confirm receipt. If you

do not obtain a “Received” email and also do not follow-up, staff is not required to consider your submission.

Delivery Address:

Marin County – Procurement Division - ATTN: Jorge Molina
 Address – 3501 Civic Center Drive, Suite 304
 San Rafael, CA 94903

All proposals shall be clearly marked “RFP 2886 – Dental Benefits Plan Provider - *Do Not Open*” on the outside of the proposal package.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make multiple awards of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

Timeline of Events

The County of Marin will make all attempts to adhere to the following timeline.

Release of RFP	Tuesday, July 15, 2025
Deadline to Submit Intent to Bid Form	Monday, July 21, 2025 – No Later than 4:00 PST
Deadline to Submit Questions	Monday, July 21, 2025 – No Later than 4:00 PM PST
Responses to Questions	Friday, July 25, 2025
Proposal Submission Deadline	Monday, August 11 – No Later than 4:00 PM PST
Selection of Finalists	Friday, August 29, 2025 (Tentative)
Product Demonstrations (Virtual)	Wednesday, September 3, 2025 (Tentative)
Identification of Apparent Winner	Tuesday, September 9, 2025 (Tentative)
Tentative Board Award Date	Tuesday, October 14, 2025 (Tentative)
Tentative Contract Start Date	December 21, 2025 (Tentative)

Opening of Proposals

Proposals will not be opened or read publicly.

Informed Proposers/ Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as

contract documents. Contractor shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Nomenclatures

The terms successful proposer, offeror, bidder, vendor, supplier and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a proposal. The terms County of Marin and Department; quote, bid, proposal; contract, and purchase order, may be used interchangeably in this solicitation.

Interpretation, Correction

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the responsible party of such concern in writing via email at Jorge.Molina@MarinCounty.gov and request clarification or modification of the document(s) no later than the date specified in the RFP questions section.

Prices, Negotiations and Mistakes

All prices and notations must be in type or ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.

Withdrawal of Proposal

Submitted proposals:

- a) may not be withdrawn within 60 calendar days after the proposal opening
- b) may be withdrawn prior to the opening date only by written request of the proposer

Terms of the Offer

Acceptance of proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the County of Marin. Proposers offering terms other than those shown herein will be declared non-responsive and will not be considered.

END OF INSTRUCTIONS TO PROPOSERS

GENERAL PROVISIONS

The provisions in this section, with the exception to the Evaluation Criteria and Invoicing address, cannot be altered without prior approval by County Counsel and Procurement

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be Jorge Molina, Procurement Department, via email at Jorge.Molina@MarinCounty.gov.

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue “badgering” of such County personnel by the proposer is prohibited.

Failure to comply with this request may be considered cause for disqualification of your proposal. Award of Contract

Award of Contract

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee will be established by the County of Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The County of Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of proposal. The County of Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. The County reserves the right to make a multiple award of this proposal

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals are listed on below:

EVALUATION CRITERIA	PERCENTAGE
Qualifications and Experience	10%
Network Disruption	30%
Ability to Match Current Benefits	10%
References/Performance History	10%
Cost	40%
Total	100%

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

The Selection Committee may also contact and evaluate the proposer's references; contact any Proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at the County of Marin's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

Preferences

Whenever the County of Marin acquires services or supplies by purchase order and/or contract, the Purchasing Agent, in evaluating the price or proposal, shall award preferences based upon the following preferences. In no case shall the total of all preferences which a bid is eligible exceed fifteen (15.0) percent.

1. *Local Business Preference* - In accordance with County of Marin Code **3.10** there shall be a five (5.0) percent preference on the price submitted by a local county business.
2. *Workforce Development Preference* - In accordance with County of Marin Code **2.50.070** Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.
3. *Recycled Product Preference* - In accordance with County of Marin Code **3.08** there shall be a fifteen (15.0) percent preference on the price submitted involving recycled products.

This section shall not apply to transactions in which the allowance of these preferences are otherwise prohibited by state or federal statutes or regulation.

Supplier Performance Management Program (SPMP)

The Supplier Performance Management Program may be used to evaluate and assess contractor performance. This program may include but is not limited to: scheduled contract review, scorecards to measure performance on contract specific metrics, and periodic meetings to review performance and address any corrective action that may need to be taken. The intent is to be mutually beneficial, not only

to ensure the supplier/contractor is meeting our expectations, but that the County is communicating our expectations to the supplier/contractor.

Addenda

Any changes, additions, deletions or clarifications to this proposal package shall be made by written addendum, issued by the County of Marin. Addenda will be sent to all known entities in receipt of the solicitation and shall be incorporated in the proposal. The proposer shall sign and date the addendum and submit with their response to the solicitation.

Addenda issued within five (5) calendar days of the proposal opening date/time shall be cause for extension of the opening date, if so determined by the Purchasing Agent, in order to allow prospective Proposers sufficient time to prepare their proposals.

Change Orders

The County of Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes:

1. In the terms and conditions of the Contract
2. In the written specifications

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A
CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

Invoicing and Payment

Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be made per division. Invoices shall be mailed through the postal service. Purchase Orders are required for each order placed and invoices should reference the associated purchase order.

Depending on originating charges vendor shall submit an invoice only after services have been rendered to the following addresses:

Human Resources
Benefits– Attn: Employee Benefits
3501 Civic Center Drive, Suite 415
San Rafael, CA 94903

Assignment and Subcontracting

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting contract and/or purchase order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the County of Marin. Neither the contract and/or purchase order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by the County of Marin.

Force Majeure

Time extension for delay may be allowed for the Proposer by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

Nondiscriminatory Employee

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection or volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

Fair Employment Provisions

The contractor awarded this proposal and doing the work herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion, national origin, or creed. The hiring of all labor for the work included in this contract shall be in accordance with applicable directives of the Department of Fair Employment and Housing of the State of California.

The contractor shall comply fully with Titles I and II of the Americans with Disabilities Act (ADA), Sections 508 and 504 of the 1973 Rehabilitation Act as amended in 1998 in that the contractor's hiring practices do not discriminate against disabled persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A County representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

Cancellation of Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With** CAUSE, the County of Marin may cancel this contract at any time with five (5) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, the County of Marin, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option.

Termination for Convenience

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested time-frame
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; lack of customer service

Nuclear Free Zone

The County of Marin is a nuclear free zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons proposer (Marin County Ordinance, Chapter 23.12 Nuclear-Free Zone).

<https://www.marincounty.org/depts/bs/boards-and-commissions/commissions/peaceconversion>

Damages

The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the proposer's expense as required by the County of Marin.

Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

<http://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>

Cooperative Agreement

Agreement may be used by other governmental agencies, school districts, and special districts upon mutual consent of both parties. The proposer shall provide firm fixed pricing for all items or services, as specified herein, and allow agencies to purchase said goods or services at any time during the effective period of the resulting County of Marin Contract and/or Purchase Order.

Joint Procurement

In accordance with 2 C.F.R §200.318(e) Intergovernmental agreements for procurement or use of common goods and services is encouraged by federal procurement guidelines. Joint procurement is a contracting method in which two or more agencies agree from the outset to use a single solicitation document and enter into a single contract for goods or services. The proposer understands in providing a response to this solicitation, that a single contract will be issued for the benefit of all agencies identified within the solicitation.

Independent Proposer

The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit shall be signed and returned with the submitted proposal.

Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the proposer with written notice. Such notice shall release

both the County and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

Compliance or Deviation to Specifications

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the proposer's response and listed as such under Exceptions to the Scope of Work.

Governing Laws

This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by the Federal Emergency Management Agency (FEMA), Homeland Security, CAL-OSHA, FED-OSHA, Environmental Protection Agency (EPA), Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), the California State Department of Health and Human Services (CalHHS) and the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond Wildlife area. This contract shall be in accordance with the substantive and procedural laws of the State of California.

If applicable the entity, its owner, or its agents responding to this Request for Proposal shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1-18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6) totaling more than \$500 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), totaling more than \$500 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. If applicable, the entity, its owner, and its agents responding to this Request for Proposal shall submit the [Levine Act Disclosure Statement & Form](#) with the proposal.

Insurance

Successful proposer shall be required to furnish and maintain insurance as follows:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor

Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of the Certification.

Conformity with Law and Safety

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, Vendor shall immediately notify the County by telephone. Vendor shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- (1) Name and address of the injured or deceased person, and
- (2) Name and address of Proposer's subcontractor (if any), and
- (3) Name and address of Proposer's Liability Insurance Carrier, and
- (4) A detailed description of accident and whether any of County's equipment or material was involved.

Attorney's Fees

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each party shall cover their own attorneys' fees and cost.

Proposer Agreement to Terms and Conditions

Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

Right to Audit

County shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

California Public Records Act (CPRA)

Applicants acknowledge and agree that the County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Applicant's proprietary information is contained in documents or information submitted to the County, and Applicant claims that such information falls within one or more CPRA exemption, the Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing such information.

In the event of a request for such information, County will make reasonable efforts to provide notice to Applicant prior to any disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Applicant is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Marin County before the County's deadline to respond to the CPRA request. If Applicant fails to obtain such remedy, County may disclose the requested information without penalty or liability.

Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorneys' fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

Taxes

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the County of Marin from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Tax, California Non-Resident Income and Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service-related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

END OF GENERAL PROVISIONS

PROJECT INFORMATION

Background

The County of Marin is seeking proposals from qualified organizations with in-depth knowledge and expertise in providing fully insured dental benefits for County of Marin benefits eligible employees and Dependents to include Spouse/Domestic Partner (DP), Child(ren) and DPs Child(ren).

General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

An example of the County of Marin Professional Services Agreement is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the County's Professional Service agreement, which is attached. Additional terms and conditions may be required and may be negotiated after the award.

Contract Term

It is the County's intent to award this contract with an initial contract term of three (3) years. The County reserves the right to extend the contract for up to two (2) additional years in one-year increments.

Pricing

Prices quoted shall be firm and fixed through the contract term and shall not exceed the specified amount indicated unless mutually agreed upon.

Minimum Qualifications/Experience Requirement

Proposers are required to have a minimum of five (5) years* of experience in commercial or government accounts of the same size and scope as described herein. Any proposer who cannot provide verifiable references for this minimum experience requirement may be considered non-responsive.

*Personal, Professional experience may be substituted on a year-for-year basis

Additional Requirements

Proposers may be required to adhere to other project specific requirements. Based upon individual needs of the department/division please include any pertinent information in this section. Examples include, but are not limited to: Uniforms, Live Scan, Project Deadline(s), Information Security and Compliance Requirements etc.

- A. The County of Marin uses an HCM Benefits Enrollment module and an eligibility system tied to its payroll to enroll employees; therefore, 834 carrier feeds will need to be established on a bi-weekly frequency. Please include an implementation timeline for this feature. Go “live” date for eligibility feeds will be end of December annually.
1. County Data: Treat all County of Marin information as confidential. This applies to all data created, gathered, generated, or acquired within the scope of the contract. Sensitive and member information, but not limited to, County of Marin employees, retirees and COBRA participants, must be kept confidential in accordance with HIPAA standards. Selected provider must notify the County immediately if there are any breaches of confidential information. The breach of this agreement is subject to cancellation of the contract, and the selected provider can be held liable for damages.
- B. Reports – Provide agreed-upon Utilization Summary reports and review of this data. Provide feedback on the way to improve the plan, and possible design changes to aid in mitigating costs.
- C. Eligibility: An employee in a regular full-time (37.5+) or part-time (.50) position scheduled and paid at least 20 hours per pay period.
- D. Employees have up to 30 days from their employment date to enroll and 30 days from a qualifying life event to notify Human Resources with proper documentation to enroll. The same timeframe applies to most mid-year status changes for employees and dependents except for loss of coverage under Medi-Cal or the state Children’s Health Insurance Program which allows 60 days from the loss of coverage.
- E. Rates to be presented in bi-weekly and monthly frequency; contributions will be deducted on a bi-weekly (26 pay periods per year) basis.
- F. For 2025, County-paid dental subsidy formula: 100% of the “employee only” PPO Dental rate at 26 pay periods.
- G. County 2025 contribution: Employee at a minimum is awarded \$515.25 General Unions or \$540.98 Safety Unions per pay period, provided to all benefit-eligible employees towards medical, dental, or vision, and basic life insurance. Part-time employees get prorated amounts based on hours worked per pay period.
- H. Dependent children covered: to age 26, including married dependents (follows Medical ACA rules) to the end of the month they turn 26 in age.
- I. Registered Domestic Partners (DPs) covered: Only those DPs are registered with the state or local level, as well as their legal dependents.
- J. A highly motivated, service-oriented, and flexible Account team with two dedicated contacts will be a key element for the County
- K. The County is requesting rate guarantee(s) for three years, one for the initial term and 2 one-year options to renew. The option for the second and third year is exercisable at the sole discretion of the County.
- L. If your company is awarded the business, it is expected that run-out claims through the end of the contract year will be provided when the contract ends or is terminated.
- M. Please provide 3 references of public sector clients in California of similar size, industry, and geographic location. The County will contact the references if interviews are required.

SCOPE OF WORK

Proposers are asked to specify their ability to provide the following services listed below. If a Proposer cannot provide any of the following services, the Proposer must indicate the service(s) they are unable to provide within their response to this RFP.

Dental Plan Underwriting and General Responsibilities

1. Proposer must be experienced with and licensed to provide dental plan benefits in the State of California.
2. Proposer must be able to provide access to dental plan benefits coverage for County of Marin members who reside in the State of California or out-of-state (outside California).
3. Proposer agrees to accept County of Marin definitions of eligible Employee and Eligible Dependents.
4. Proposer agrees to work collaboratively with County of Marin Staff, County of Marin's Health & Welfare Consultant, and committees or trusts that make decisions on behalf of County of Marin employees.
5. Proposer agrees to work collaboratively with other County of Marin vendors on other plan benefit-related projects such as open enrollment, wellness programs, data requirements and member satisfaction survey.
6. Proposer agrees to provide and present renewal underwriting methodology to County of Marin and its Health & Welfare Consultant, as needed. In addition, Proposer agrees to attend County of Marin Committee/Board meetings as required to present renewals and proposals.
7. Proposer agrees to provide other services as requested by County of Marin, for which the vendor has the technical capability and capacity to render, to parties that include but are not limited to County of Marin Staff, and County of Marin Health & Welfare Consultant.
8. Proposer agrees to notify County of Marin in writing and obtain approval of any changes to their services including, but not limited to, outsourcing of services outside the United States and its territories.

Program Evaluation, Reports, and Data Services

1. Meet with County of Marin Staff at least semi-annually to review and evaluate dental plan administration.
2. Attend various meetings relating to dental plan benefits upon the County of Marin's request.
3. Provide statistical plan reports including utilization data, enrollee distribution reports, status reports and analysis (monthly, periodically, and annually), and other reports as needed and requested by County of Marin and/or County of Marin's Health & Welfare Consultant. Additionally, provide ongoing reports on network retention and market analysis, including:
 - a. Retention and turnover of contracted dentists, detailing the number of dentists leaving and joining the network within ACERA's service area.
 - b. Network expansion efforts, showing growth trends and recruitment success rates.
4. Market penetration reports, indicating what percentage of dentists in California—or any specific region—are under contract with the carrier, compared to overall market availability.
5. Recommend alternatives to current dental plan designs and cost options when requested by County of Marin Staff and/or County of Marin's Health & Welfare Consultant.

6. Accept eligibility reporting on a monthly or more frequent basis within a twenty-four (24) hour upload turnaround time to assure timely eligibility capture.
7. Maintain full and accurate records with respect to all matters and services provided to County of Marin for a minimum of seven (7) years from January 31st of the affected plan year.
8. Maintain compliance with all applicable Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules as a covered entity. Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information.
9. Inform County of Marin staff and its Health & Welfare Consultant of any pending legislation affecting the administration of dental plans. If relevant legislation is enacted, the dental vendor(s) is expected to provide County of Marin Staff and its Health & Welfare Consultant with a cost analysis and an implementation plan to ensure the impacted dental plan(s) and County of Marin comply with the new requirements.

Customer Support Services

1. Provide Performance Guarantee(s) with financial incentives to assure a high level of service to County of Marin and its Employees and Eligible Dependents.
2. Provide a dedicated Account Manager, Claims Issue, and Eligibility Contact and agree to change those contacts upon request by County of Marin.
3. Provide day-to-day consultation on matters pertaining to claim status, discrepancies, disputes, and plan interpretation.
4. Perform research and provide responses to technical questions from County of Marin Staff and its Health & Welfare Consultant.
5. Provide training for County of Marin Staff regarding the plan and/or internal plan systems.
6. Provide administrative services for the plan, claims processing, research and resolution of any issues, complaints, or problems.
7. Investigate and resolve administrative, claims problems and customer service issues.
8. Provide County of Marin with a disaster recovery plan within 90 days of executing the Contract.

Open Enrollment and Communication Services

1. Participate in various events related to open enrollment, wellness and other activities/meetings centered upon educating County of Marin dental plan participants and County of Marin Staff regarding this benefit.
2. Assist County of Marin and its Health & Welfare Consultant in preparing (open and special) enrollment and plan documents for use in employee communication guides or letters.
3. Assist County of Marin and its Health & Welfare Consultant in drafting communication materials and plan comparison information for Employees and Eligible Dependents.
4. Assist County of Marin Staff in planning and participating in a minimum of three annual education sessions for Employees. Planning includes at least one annual meeting with the County of Marin Team regarding current open enrollment meetings both virtual and in-person to meet our plan information needs.

5. Attend and present dental information (such as dental plan changes for the following calendar year, how to utilize the plan most effectively, etc.) at all annual Open Enrollment seminars for Employees and Eligible Dependents.
6. Assist County of Marin with the development of dental plan benefits documents, such as the County of Marin Employee Enrollment Guides.
7. Provide electronically formatted participant communications to be used by County of Marin (i.e., webpages newsletters, flyers, and videos).
8. Support on-line enrollment and eligibility change management.

Wellness

Provide a comprehensive dental wellness program that includes activities and on-demand resources (i.e., events, webpages, publications, videos, etc.) for County of Marin Employees and Eligible Dependents to proactively manage their oral health and minimize impact to chronic health conditions.

Data Requirements

1. Review dental plan data and work with County of Marin Staff and its Health & Welfare Consultant to develop and provide drill-down reports to better understand utilization.
2. Identify cost drivers within each plan and collaborate with County of Marin and its Health & Welfare Consultant to develop strategies to mitigate the impact of these cost drivers, which may involve value-based benefit plan design changes, consideration of new programs or plan offerings, funding arrangements or changes to the existing health benefits program, communications efforts and alternative funding methodologies.
3. Monitor and report on the progress of strategies and its effect on cost drivers.
4. 834 Files to be imported into Dental Carrier's system.

Member Satisfaction Survey

Provide and coordinate a Member Survey for the County of Marin Employees and Eligible Dependents to measure and monitor the overall satisfaction of its plans. The survey should conform to the National Committee for Quality Assurance (NCQA) requirements and be accredited under NCQA standards. The overall costs involved with the survey should be provided by the vendor.

END OF SCOPE OF WORK

SOLICITATION DOCUMENTS TO BE RETURNED

PLEASE PROVIDE ELECTRONIC SUBMISSIONS VIA BID EXPRESS® OR ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND ONE (1) ELECTRONIC COPY PROPOSAL ON A USB JUMP/THUMB DRIVE OR ELECTRONIC EMAIL COPY PROPOSAL.

The following forms must be completed and submitted on or before the Submittal Deadline.

a. Exceptions to the Scope of Work	Page 25
b. Offer	Page 26
c. References and Performance	Page 27
d. Statement of Qualifications	Page 28
e. Debarment and Suspension Certification	Page 29
f. Non-collusion Declaration	Page 30
g. Levin Act Disclosure Statement (if applicable)	Page 33
h. Appendices:	Page 34
Appendix A – Intent to Bid Form	
Appendix B – Premium Quotation Form	
Appendix C – Plan Comparison Summary	
Appendix D – Questionnaire Form	
Appendix E – Provider Access	
Appendix F – Performance Guarantees	

Successful Proposer shall be **required** to furnish:

- a. Certificate of Liability Insurance
- b. Additional Insured Endorsement naming County of Marin as additional insured
- c. W-9
- d. Any other requested documentation related to this solicitation

REFERENCES AND PERFORMANCE

Proposers shall provide the following information which will be used by the County in evaluating the proposal. Proposer must provide three former (within the past five years) or present clients for whom these individuals have performed contracting services related to each of the categories for which your firm is offering services.

1. Number of years in business: _____

2. Current average number of employees: _____

3. List 3 Former or Current accounts for contact as reference.

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name & Title

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

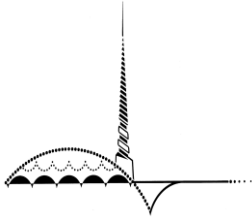
(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

Printed Name of Document Signer

Signature of Document Signer

LOCAL BUSINESS PREFERENCE CERTIFICATION

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which Contract with or

All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. _____ has its principal place of business in Marin County; or

Describe: _____

2. _____ has a business license issued in Marin County for a period of six months prior to any claim of preference; or

Describe: _____

3. _____ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.

Describe: _____

_____ Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications.

Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

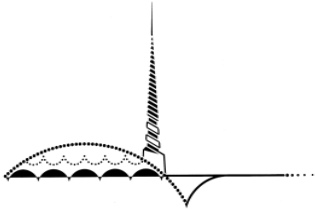
Business Address City, State, Zip Code

Signature of Authorized Representative Contact Number

Title E-Mail Address

WORKFORCE PREFERENCE CERTIFICATION

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE



All respondents must certify and describe that their business employs at least 50% of the workforce under the service contract at the time of this solicitation are Marin County residents as defined below:

“Employee” means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter.

Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing “counseling,” then only those employees providing that counseling are affected. Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in county facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

Employee does not include an individual who is: (1) A worker classified as a student trainee, or intern working through an approved state or academic program or working towards state licensure or a professional accreditation sanctioned by a public entity or recognized licensure agency; (2) nor does it include anyone, regardless of age, who is providing services to earn academic credit or as part of a formal government approved, time-specific training program (e.g., Marin conservation corps trainees); and (3) employee also does not include a person providing volunteer services.

Describe: _____

The Marin Workforce Bidders Preference Certification form must be completed and returned with your bid/proposal response if you are claiming the 5% bidding preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address City, State, Zip Code

Signature of Authorized Representative Contact Number

Title E-Mail Address

LEVINE ACT DISCLOSURE STATEMENT & FORM

The Levine Act applies to all agencies whose members are directly elected by the voters. It precludes these elected officials from participating in or influencing a decision to issue a "license, permit, or other entitlement for use" if he or she receives any political contributions totaling more than \$500 in the 12 months before the pendency of the license, permit or other entitlement for use, and for 12 months following the final decision, from the person or company awarded the license, permit or use. The Levine Act defines the phrase "license, permit or other entitlements for use" to include "all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises."

You must complete this form if you are a party, participant or agent that has contributed more than \$500 to a member of the Board of Supervisors, or to the Assessor, District Attorney, or Sheriff, within the 12 months prior to a proceeding involving a license, permit or other entitlement for use, as defined in Government Code section 84308, subd. (a). Agents to a party include an attorney, engineer, architect, or other representative, and are subject to the requirements of the Levine Act in the same manner as parties and participants.

Parties are solely responsible for completing this form accurately and should refer to Government Code section 84308, et seq. and to California Code of Regulations, Title 2, section 18438, et seq. If you are uncertain about whether you are required to report or combine a contribution, you should consult with an attorney. Submit separate forms for each elected County officer to whom a contribution was made.

Title or Short Description of Proceeding:

Name of County Officer that Received Contribution: _____

Name of Party to the Proceeding: _____

Name of Person/Entity that Made the Contribution: _____

Contribution Date: _____ Contribution Amount _____

By signing below, I certify that the statements made herein are true and correct and that, as the party or agent to a party, I represent I will comply with California Government Code section 84308. I also agree to disclose any contributions made to an elected County Official that participates in this proceeding

Date

Signature of Party or Agent

Name of Party or Agent

Appendix A

INTENT TO BID FORM

Return by 4:00 p.m. Pacific Time on July 21, 2025 to:

VIA EMAIL – Michael Szeto at mszeto@segalco.com

Re: County of Marin – Request for Proposal (RFP) for Dental Plan benefits

This is to confirm that we have received the RFP. We wish to advise you that we:

- Intend to submit a proposal for Fully Insured DPPO Benefits
- Intend to submit a proposal for Self-Funded DPPO Benefits
- Do not intend to submit a proposal in response to your request.

We are not submitting a proposal because _____

A signed confidentiality and non-disclosure agreement (NDA) is required before census, network provider utilization, and claims extract data will be released. If the Respondent already has a signed confidentiality agreement with Segal, Segal will release the data. If not, please provide the following information to complete the NDA process via IronClad. Any request for changes to this agreement will require Segal's review and concurrence, which will delay the release of the data.

	Response
1. Fully Legal Company Name. Please include Inc., LLC, etc.	
2. Full Company Address a. Address b. City c. State d. Zip Code e. County	
3. Contact Name	
4. Contact Email	
5. Signer Name	
6. Signer Email	

The individual representing our company during the proposal process will be:

Name of Company: _____

Primacy Contact Name: _____

Primacy Contact Phone: _____

Primacy Contact Email: _____

Authorized Signature: _____

Appendix B
PREMIUM QUOTATION FORM

Complete the premium quotation form as provided in the attached Excel document labeled APPENDIX B.

Appendix C
PLAN COMPARISON SUMMARY

Complete the plan comparison summary in the attached spreadsheet labeled APPENDIX C.

Appendix D
QUESTIONNAIRE FORM

Complete the Questionnaire as provided in the attached Excel document labeled in APPENDIX D.

Appendix E
PROVIDER ACCESS

A. Geo Access

Complete the Geo Access table provided in the attached Excel spreadsheet labelled APPENDIX E

B. Network Access and Discount Evaluation

Complete the disruption analysis and DPPO discount evaluation tables. The tables will be provided in Excel format upon completion of APPENDIX A, Intent to Bid Form.

Appendix F
PERFORMANCE GUARANTEES

Provide your proposed Performance Guarantees for the DPPO in the attached spreadsheet. Proposed Performance Guarantees must meet or exceed the current standards and financial fees at risk for the DPPO plan(s).

Attachment A

PREMIUM AND CLAIMS HISTORY

The historical premiums and claims for the DPPO plans is provided in the attached spreadsheet labeled ATTACHMENT A.

Attachment B

ENROLLMENT GUIDE

The most recent Employee Enrollment guide is available to be downloaded at:

<https://www.hr.marincounty.gov/node/1461>

Attachment C

CENSUS

Census will be provided upon completion of APPENDIX A, Intent to Bid Form.

Attachment D

EVIDENCE OF COVERAGE

The evidence of coverage is provided in the attached PDF labeled ATTACHMENT D.

ATTACHMENT E – PROFESSIONAL SERVICE CONTRACT (SAMPLE)

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

THIS CONTRACT is made and entered into this ____ day of ____, 20____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: _____; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work. Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. **ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. **SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. **ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. **LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease. Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written

notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.

- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____
 Dept./Location: _____
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	
<u>EXHIBIT F.</u>	<input type="checkbox"/> Federal Provisions Exhibit / Attachment 1	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:
By: _____
Name: _____
Title: _____

APPROVED BY COUNTY OF MARIN:
By: _____

COUNTY COUNSEL REVIEW AND APPROVAL *(required if template content has been modified)*
County Counsel: _____ Date: _____

SAMPLE

EXHIBIT "A"

SCOPE OF SERVICES (required)

SAMPLE

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of _____ per month not to exceed _____ during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at _____.
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is _____. The maximum amount payable to Contractor under this Contract for this period shall not exceed _____.

