

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Dental Services Plan for District Employees		Page of Pages 1   67	
2. Contract Number	3. Solicitation Number DCBE-2009-R-0002	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 6/22/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Group IX 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Group IX 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street Northwest, Suite 703 South Washington, DC 20001 until 2:00 PM local time 22-Jul-09  
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Anthony Berry	B. Telephone			C. E-mail Address <a href="mailto:anthony.berry@dc.gov">anthony.berry@dc.gov</a>
	(Area Code) 202	(Number) 671-4464	(Ext)		

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment  10 Calendar days %  20 Calendar days %  30 Calendar days %  \_\_\_ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) Gena Johnson Agency Chief Contracting Officer	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

**SECTION B – DESCRIPTION OF SERVICES OR SUPPLIES AND PRICES****B.1 SUMMARY OF SERVICES OR SUPPLIES**

**B.1.1** The Office of Contracting and Procurement on behalf of the District of Columbia Office of Personnel (the District) is seeking one or more contractors to provide a high quality, cost effective, and accessible dental insurance plan or plans for employees (union and non-union) of the Government of the District of Columbia. The District is soliciting proposals from responsible Contractors with proven expertise in dental services plan management. “Responsible Contractors” are defined as licensed Dental Providers, who have been granted a “Certificate of Authority” (“COA”) by the District of Columbia Department of Insurance, Securities and Banking (DISB).

**B.1.2** The District will award one or more contracts for the provision of a plan package including a Dental Health Maintenance Organization (DHMO) Program and a Dental Preferred Provider Organization (DPPO) Program, herein collectively referred to as “the Plan,” to approximately 15,000 District employees and their eligible family members. Prospective contractors may bid on the DPPO, the DHMO, or both.

The term of the contract shall be date of award through December 31, 2009. The District expects to award the contract by November 2009. The effective date of the plans, i.e. the first date that enrolled participants may receive benefits, is expected to be January 1, 2010. In the event award of the contract is delayed, the District will allow the Contractor a reasonable period of time to complete the transition during the first option year. The proposed effective date of benefits for the contract is January 1, 2010.

**B.1.3** The District contemplates award of one or more requirements type contract, each based on fixed-unit rates. The District will pay the Contractor a one-time fixed fee for transition services during the base period. The District requires fixed rates or rate guarantees for Option Year 1 and Option Year 2. In providing rate guarantees, the Contractor shall provide the basis of the guarantee, including the assumptions used for which the guarantee is made or will be made; and the guaranteed renewal formula that would apply to each Option Year rate guarantee. For example, Option Year rate guarantees may be (1) on the basis of “Rate Caps” (the maximum amount premiums could increase in Option Years 1 and 2 based on paid claims loss ratios); or (2) on the basis of a renewal formula based on trends, anticipated administrative costs, maximum premium increases tied to the Consumer Price Index (CPI) for the Washington Metropolitan Area; or (3) some combination of the above.

The Contractor shall guarantee the renewal formula(s) or rates to be used in the option years and shall provide the formula with its proposal. The Contractor shall submit option year renewal rates to the Contracting Officer no later than 120 days prior to the effective date of the renewal.

- B.1.4** The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. THE ESTIMATED QUANTITIES STATED HEREIN REFLECT THE BEST ESTIMATES AVAILABLE. THE ESTIMATE SHALL NOT BE CONSTRUED AS A REPRESENTATION THAT THE ESTIMATED QUANTITY WILL BE REQUIRED OR ORDERED, OR THAT CONDITIONS AFFECTING REQUIREMENTS WILL BE STABLE. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his/her obligation to provide the required services.
- B.1.5** If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.6.2, but fails to submit a subcontracting plan with its proposal.

**B.2 Base Year Rates (Date of Award – December 31, 2009)**

<b>(A) Contract Line Item Number (CLIN)</b>	<b>(B) Description</b>	<b>(C) Quantity</b>	<b>(D) Unit Price</b>	<b>(E) Extended Price</b>
0001	Transition Services during the start-up period as described in Section C.3.1	1	\$_____	\$_____

**B.3 Option Year One Rates**

OPTION YEAR ONE				
(A) Contract Line Item Numbers (CLINs)	(B) Description	(C) Estimated Number of Participants	(D) Bi-weekly Premium Rate (per participant)	(E) Estimated Annual Price (C x D x 26)
<b>1001</b>	<b>DPPO (Insured)</b>	3,056		
1001AA	Single	1,534	\$	\$
1001AB	Single + 1	636	\$	\$
1001AC	Single + 2 or more	886	\$	\$
<b>1002</b>	<b>DHMO (Insured)</b>	12,232		
1002AA	Single	6,138	\$	\$
1002AB	Single + 1	2,548	\$	\$
1002AC	Single + 2 or more	3,546	\$	\$
<b>1003</b>	<b>Reports</b>	(Not separately priced)		
1003AA	Plan Documents			
1003AB	Standard Reports			
1003AC	Non-Standard Reports			
1003AD	Ad-hoc Reports			
1003AE	On-line Access			

**B.4 Option Year Two Rates**

OPTION YEAR TWO				
(A) Contract Line Item Numbers (CLINs)	(B) Description	(C) Estimated Number of Participants	(D) Bi-weekly Premium Rate (per participant)	(E) Estimated Annual Price (C x D x 26)
<b>2001</b>	<b>DPPO (Insured)</b>	3,056		
2001AA	Single	1,534	\$	\$
2001AB	Single + 1	636	\$	\$
2001AC	Single + 2 or more	886	\$	\$
<b>2002</b>	<b>DHMO (Insured)</b>	12,232		
2002AA	Single	6,138	\$	\$
2002AB	Single + 1	2,548	\$	\$
2002AC	Single + 2 or more	3,546	\$	\$
<b>2003</b>	<b>Reports</b>	(Not separately priced)		
2003AA	Plan Documents			
2003AB	Standard Reports			
2003AC	Non-Standard Reports			
2003AD	Ad-hoc Reports			
2003AE	On-line Access			

## **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE**

The purpose of this procurement is to implement DPPO and DHMO dental benefit programs that will provide high quality, accessible dental services, as outlined in this section, at competitive rates to approximately 15,000 employees of the District. The Plan package being offered will provide employees with a choice in selecting a Dental Preferred Provider Organization (DPPO) or a Dental Health Maintenance Organization (DHMO) Program. The term of the contract will have a base period of one (1) year and two (2) one-year renewal options.

#### **C.1.1 Applicable Documents**

Services rendered under the DPPO and DHMO programs shall be provided in accordance with the following applicable documents.

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>	<b>D.C. Official Code</b>	<b>§ 1-621.02 et seq. Health Benefits</b>	<b>2001 ed.</b>
<b>2</b>	<b>National Association of Insurance Commissioners Guidelines</b>	<b>Model Regulation Service/Order of Benefit Determination Rules</b>	<b>April 2005</b>
<b>3</b>	<b>Rules and Regulations for Administration and Enforcement; Claims Procedure</b>	<b>Employment Retirement Income Security Act; Proposed Rule, 29 CFR 2560, 63 Fed. Reg. 48389</b>	<b>September 1998</b>

#### **C.1.2 Definitions**

**C.1.2.1 Coinsurance** - Under the DPPO plan, the percentage of the reasonable and customary charge not reimbursable by the contractor to participant for covered services provided in the DPPO network and for services provided out of the network.

**C.1.2.2 Co-payment** –The stated specified amount the dental care plan requires participants to pay for services under the DHMO.

**C.1.2.3 Coverage** – Types of coverage are defined as:  
 C.1.2.3.1 Eligible employee (self only);  
 C.1.2.3.2 Eligible employee and one family member  
 C.1.2.3.3 Eligible employee and more than one family member

**C.1.2.4 Deductible** – Under the DPPO plan, the amount a participant pays before any benefits are received when using an out-of network physician.

- C.1.2.5 Dental Health Maintenance Organization (DHMO)** –Dental service plan for which payment is made subject only to defined co-payments for all dental services, supplies and related benefits provided to plan participants. Under the DHMO, participants must utilize a DHMO network dentist for each eligible family member in order to receive services.
- C.1.2.6 Dental Preferred Provider Organization (DPPO)** – Dental service plan in which payment is made based on a fee schedule for covered services and subject to the participation of the dental professional in the Contractor’s network. Under the dental DPPO plan, participants have the freedom to see the dentist of their choosing (either in-network or out-of-network). However, out of pocket expenses (deductible and co-insurance) will be lower for the plan participant if treatment is received from a dentist who participates in the preferred provider organization (DPPO) network.
- C.1.2.7 Double Coverage** – Entitlement of participant, in the proposed dental care plan, to benefit from any other group health coverage. The determination of which health coverage pays benefits first (primary vs. secondary payer) will be made according to guidelines provided by the National Association of Insurance Commissioners (NAIC). The total benefits paid, however, will not exceed 100% of the Reasonable and Customary charge for that service.
- C.1.2.8 Eligible Dependent** – A plan participant’s spouse and unmarried children under the age of twenty-two (22) or through age twenty-five (25) if attending an accredited school or college full-time. Eligible dependent children also include those children defined as dependents under the Internal Revenue Code. An unmarried child 22 years of age or older may continue to be eligible as a dependent if he or she is incapable of self-support because of mental or physical incapacity that existed prior to the child’s 22<sup>nd</sup> birthday.
- C.1.2.9 Eligible Employee** – A District employee who is in an active pay status (i.e. receives a pay check for work during a current pay period) and is eligible for benefits based upon the employee’s appointment. This includes employees in Compensation Units 1 and 2 who sustain a work-related injury and/or illness. These employees shall be eligible for dental benefits for the period they are designated as employees of their agency.
- C.1.2.10 Emergency-** The sudden and unexpected onset of a condition or injury that requires immediate dental, medical or surgical care.
- C.1.2.11 Employer Contribution** –Funds paid by the District to support and fund the Dental Benefits Programs (the Plan).
- C.1.2.12 In-network Plan** - Dental service providers and facilities that have agreements with the Contractor to provide discounted dental services to plan participants and to limit amounts billed to Plan participants.

- C.1.2.13 Licensed Dental Provider** – Providers granted a Certificate of Authority (“COA”) by the District of Columbia Department of Insurance, Securities and Banking (DISB).
- C.1.2.14 Maximum Annual Limit** – Under the DPPO, the maximum amount reimbursed by the Plan per calendar year per insured.
- C.1.2.15 No Loss, No Gain** – A dental service plan in which no person currently insured will either lose coverage or inadvertently benefit from a change in contractors.
- C.1.2.16 Out-of-network Plan** - Dental service providers and facilities that do not have agreements with the Contractor to provide discounted dental services to Plan participants and have no agreement to limit amounts billed to Plan participants.
- C.1.2.17 Plan Coverage** –The schedule of dental services and supplies provided by a licensed dental provider. Excluded are medical services and treatments covered under the District’s Employee Health Benefits Program or the Federal Employees Health Benefits Program.
- C.1.2.18 Plan Participant** –An eligible employee or dependent.
- C.1.2.19 Pursue and Pay** – The process of pursuing all other benefit providers and related parties in order to determine what party is responsible for payment of costs and the circumstances underlying the responsibility.
- C.1.2.20 Reasonable and Customary Charges** - Under the DPPO, charges for services or supplies will be considered reasonable and customary if they are the amount normally charged by the provider for similar services and supplies and do not exceed the amount ordinarily charged by most providers of comparable services or supplies in the locality where services and supplies are received.

## **C.2 BACKGROUND**

The District has provided dental benefits for more than fifteen years to its union employees through various providers and contracts. In August 2000, the District consolidated the majority of union and non-union employees under one Dental Benefit Plan, which is the current DHMO plan. Premiums for this plan are 100% paid by the District. Employees do not contribute toward premium.

The current plan design has been agreed to by union groups and was effective May 27, 2009. All eligible employees will have the option of remaining in the current DHMO plan or choosing the DPPO plan. Employees who choose the DPPO plan will be required to contribute toward the premium contribution equal to the full cost difference between the two plans.

Employees have the option of changing their dental plan election at open enrollment each year or as the result of a qualifying family status change. The District's Office of Personnel conducts annual enrollment sessions as well as several on-site educational sessions to inform employees of their benefit options and the process of enrollment. Typically, the Office of Personnel conducts a total of ten (10) enrollment and educational sessions annually.

### **C.3 REQUIREMENTS**

The Contractor shall provide dental benefit plans, for District employees and their eligible dependents as described in this Section.

#### **C.3.1 Transition**

- C.3.1.1** The Contractor shall secure any needed claim history from current claims administrator and any associated cost.
- C.3.1.2** The Contractor shall provide a detailed implementation timetable of no more than thirty (30) calendar days following contract award.
- C.3.1.3** The Contractor shall accurately convert District data files, including the master enrollment file and any other relevant files to the Contractor's data system within thirty (30) days of contract award.
- C.3.1.4** The Contractor shall ensure the District's eligibility and premium payment systems are compatible with those of the contractor. Any reprogramming to accommodate the District's eligibility and premium payments shall be the responsibility of the contractor .
- C.3.1.5** The Contractor shall prepare and provide identification cards and a detailed plan description to Participants. ID cards must be in Participant's possession at least 15 days before the program is operational and throughout the contract term for new Participants within 14 calendar days after enrollment into the plan. The Contractor shall provide replacement ID cards to Participants upon the Participants' request.

#### **C.3.2 Plan Eligibility**

- C.3.2.1** The Contractor shall not require minimum participation in the Plan.
- C.3.2.2** The Contractor shall accept all full-time permanent employees in an active work status as plan participants. Active work status is defined as an employee in an active pay and duty status, who received a paycheck for work during the current pay period. There shall be no actively at work provision applicable to employees who are eligible to participate in the plan on the date the coverage becomes effective.
- C.3.2.3** The Contractor shall cover eligible part-time permanent employees in its Plan.

**C.3.2.4** The Contractor shall provide benefits as outlined in the statement of work and provide continuing coverage to plan participants on a “no-loss, no-gain” basis. In addition, the Contractor shall unconditionally agree to provide continuous coverage to all present Participants. This includes services in treatment such as orthodontic treatment based on the date services are incurred.

**C.3.2.5** The Contractor shall ensure there are no restrictions or benefit limitations for pre-existing conditions applied to any eligible Participants under the plan.

**C.3.2.6** The Contractor shall guarantee there is no actively at work provision applicable to employees who are eligible to participate in the plan on the date the coverage becomes effective.

### **C.3.3 Plan Administration**

**C.3.3.1** The Contractor shall provide automated process choices, information distribution options and technology solutions that are web-accessible to accelerate, simplify and streamline claims processing and customer service, within thirty (30) days after contract award and thereafter throughout the term of the contract.

**C.3.3.2** The Contractor shall provide the District with a web-accessible interface to the system the Contractor utilizes to record and monitor Plan participant eligibility, within thirty (30) days after contract award and thereafter throughout the term of the contract.

**C.3.3.3** The Contractor shall participate in on-site educational sessions and open enrollment meetings at District agency locations, as required, by providing at least one account representative to assist the Office of Personnel with conducting annual employee meetings, including the initial enrollment meetings. The Contractor shall provide communication materials for such meetings at no additional costs to the District. Typically, the Office of Personnel conducts a total of ten (10) enrollment and educational sessions annually.

**C.3.3.4** The Contractor shall implement, within 30 days of contract award and maintain throughout the term of the contract, a comprehensive Quality Management Program that ensures the most appropriate level of care is rendered for each treatment.

**C.3.3.5** The Contractor shall perform, as part of its overall Quality Management Program annual reviews of provider’s credentials.

**C.3.3.6** The Contractor shall provide a Dental Plan which is approved by regulatory agencies in the District of Columbia, Maryland and Virginia.

**C.3.3.7** The Contractor shall provide a Quality Management Program, inclusive of the following:

- C.3.3.7.a.** Monitoring adherence to treatment guidelines and protocols.
- C.3.3.7.b.** Ongoing maintenance and evaluation of the quality and appropriateness of care.
- C.3.3.7.c.** Utilization management.
- C.3.3.7.d.** Reviewing and approving credentials of patient care professionals.
- C.3.3.7.e.** Clinical aspects of risk management.
- C.3.3.7.f.** Infection control.
- C.3.3.7.g.** Facility quality (i.e., location, cleanliness, parking, etc.).
- C.3.3.7.h.** Formal committee that sets quality assurance policy and reviews outcomes on a regular basis.

### **C.3.4 Provider Network**

- C.3.4.1** The Contractor shall identify and maintain sufficient facilities within its proposed network that are geographically dispersed to serve the District's Plan participants, including locations within the District of Columbia and the surrounding Washington Metropolitan Area to serve the District's Plan participants. Upon request of the COTR, the Contractor shall provide confirmation of the distribution of providers via Geo Access® reports; these reports shall show the number of network providers within seven (7) miles of an employee's zip code and the number of network providers within one (1) mile of public transportation.
- C.3.4.2** The Contractor shall manage costs through the Contractor's network discounts, utilization controls, and Plan management. Any cost savings shall be reflected in the premiums charged to the District and co-insurance paid under the DPPO by Plan participants. The Contractor shall maintain information showing individual and aggregate discounts off the usual and customary charges and provide it to the District as requested.
- C.3.4.3** The Contractor shall expand, as the Contractor deems necessary or at the District's request, during the contract term, its network with practices accepting new patients to meet the District's requirements or to add dentists in network locations where coverage gaps exist. The Contractor shall expand its network within 30 days of receipt of written request from the District.
- C.3.4.4** The Contractor shall maintain a procedure to allow the District and plan Participants to nominate providers to be considered for inclusion in the network panel, and if included, made available to Participants.
- C.3.4.5** The Contractor shall provide Participant support services for selecting or locating network providers, including but not limited to answering provider credential questions that Participants may have.
- C.3.4.6** The Contractor shall provide, prior to the initial plan year and throughout the term of the contract, on-line access to up-to-date network provider listings and locations to

assist Participants with provider selection as well as assist with other Participant services with regard to provider selection.

**C.3.4.7** The Contractor shall notify the District, in writing with at least 60 days advance notice, in the event that the contract for a dentist who treats a significant number of District participants (150 Participants or more) terminates for any reason.

**C.3.4.8** The Contractor shall notify plan Participants, in writing with at least 30 days advance notice, in the event that the contract for a Participant's network provider terminates for any reason. The District will review and approve the communications provided to District Participants for this purpose

**C.3.4.9** For the DHMO, the Contractor shall allow individual family members to select different dentists.

**C.3.4.10** For the DHMO, if there are areas with insufficient coverage, the contractor shall offer the DHMO at the DPPO premium rates.

### **C.3.5 Administrative Compliance**

**C.3.5.1** The Contractor shall notify the District within five (5) business days, if the Contractor loses any licenses or liability insurance coverage.

**C.3.5.2** The Contractor shall include in its provider contracts a “continuation of care” clause that says if a provider cancels or fails to renew their contract that care, which began with a network provider, will continue to be provided and reimbursed as a network provider.

**C.3.5.3** The Contractor shall track Reasonable and Customary (R&C) charges and claim payment data by most recent Current Dental Terminology (CDT) code and zip code.

**C.3.5.4** The Contractor shall make changes to CDT codes on dental procedures and nomenclature when updated by the American Dental Association. The Contractor shall confirm these changes, in writing to the District, no later than 90 days after the effective date of the changes.

**C.3.5.5** The Contractor shall ensure that all services included in the District’s benefit program will be covered regardless of CDT procedure code changes.

**C.3.5.6** The Contractor shall develop and maintain a process for Participants to contact customer service to find out the maximum allowance for a specific procedure in advance of having the procedure done.

- C.3.5.7** The Contractor' shall include in its contracts with network providers a statement that prohibit providers from billing participants for charges above the network allowances for copays and Reasonable and Customary charges.
- C.3.5.8** Contractor shall guarantee that Participants will not be liable for any amounts over and above the scheduled plan of benefits in the event a dental provider is not reimbursed accurately by the Contractor for services rendered to participants, any disputes shall be settled with the Contractor and participants shall be held harmless for any underpayment.
- C.3.5.9** For DPPO, the Contractor shall ensure that the network allowance will always be the basis for determining the Participant's liability (coinsurance), if applicable, for in-network services rendered.

### **C.3.6 Claims Management**

- C.3.6.1** Contractor shall have responsibility for all claim determinations, claims reviews and appeals.
- C.3.6.2** Contractor shall handle all claims review and record maintenance in a manner consistent with all applicable industry standards and laws governing its use.
- C.3.6.3** All claims data shall remain the property of the District. The Contractor shall provide utilization and accounting reports to the COTR within thirty (30) days of request by the District.
- C.3.6.4** The Contractor shall maintain monthly claim-turnaround time averages for Plan participants not exceeding ten (10) business days for 95% of the processed claims transactions. If Contractor fails to meet the ten-day average claim-turnaround time for sixty (60) consecutive days, the Plan Administrator shall advise the COTR and discussions shall be held with the Contractor to bring the performance within compliance. If compliance is not reached by a mutually agreed upon date, or, failing that, a date selected by the District, the Contracting Officer (CO) shall issue a cure notice mandating compliance is to be reached within ten (10) days of the date of the cure notice.
- C.3.6.4.a.** The claims turnaround time shall be measured from the date the claim is received by the Contractor through to the date it reaches final disposition. In the case where a claim is pending for information outside the service facility, measurement of turnaround time shall be tolled until the outside information is received back at the service facility. Upon the date of receipt of the outside information, the measurement of turnaround time resumes. Both the claims-received date and the claims-processed date are included in the turnaround time calculation.

**C.3.6.4.b.** The Contractor shall provide a computer generated report displaying claim-turnaround time averages to the District on a monthly basis for monitoring purposes. The District shall review these reports monthly to determine if the Standard is being met consistently over any consecutive 60 day period, i.e. using a rolling average, during the term of the contract.

**C.3.6.5** The Contractor shall average an annual dollar accuracy rate on the payment of claims to Plan participants of 99.00% or higher.

**C.3.6.5.a** Dollar accuracy is measured by the dollar amount of claims paid accurately divided by the total dollars paid. Underpayments and overpayments do not offset one another. A computer-generated audit report measuring dollar accuracy rate shall be provided by the Contractor to the District on an annual basis. The Plan's audit results for the District will be used to measure claim payment accuracy.

**C.3.6.6** The Contractor shall average an annual overall accuracy rate for claim payments for the Plan of not less than 90%.

**C.3.6.6.a** Overall Accuracy is measured by the number of audited claims with no errors (financial and non-financial) divided by the total number of claims audited.

**C.3.6.6.b** The District will apply the Plan's audit results provided by the Contractor and used in processing the District's claims to the measurement of this standard. The Contractor shall provide a computer-generated audit report annually.

### **C.3.7 Claim Processing**

**C.3.7.1** The Contractor shall pay all claims in accordance with the benefit program described in Section C and outlined in Attachments J.1.7 through J.1.10.

**C.3.7.2** Notwithstanding anything in the attachments to the contrary, the Contractor shall administer the plan to provide Coordination of Benefits (COB) under a pursue and pay basis with other employee, retiree, and dependent dental coverage.

**C.3.7.3** The Contractor shall verify and update Participant records with information on other coverage at least annually, and more frequently if notified by the District or Participants.

**C.3.7.4** The Contractor shall use its R&C profiles, reduced network fees, or those of the primary carrier in determining its level of reimbursement when it is the secondary payor in a COB situation.

- C.3.7.5** To the extent permitted under law, the Contractor shall include no fault auto insurance, governmental plans (Medicaid) coordination and negligent third party subrogation into this contract.
- C.3.7.6** The Contractor shall certify and shall administer the dental plans in compliance with all District laws, regulations and mandates.
- C.3.7.7** The Contractor shall certify compliance with the Department of Labor's final claims procedure regulations, including:
- C.3.7.7.a.** The notice requirements for improper and incomplete claims
  - C.3.7.7.b.** The appropriate timeframes for adjudicating urgent, pre-service and post-service claims
  - C.3.7.7.c.** The appropriate timeframes for notice of appeal decisions.
  - C.3.7.7.d.** The Contractor shall exhaust this appeals process prior to turning it over to the District.
- C.3.7.8** The Contractor shall notify and provide the District written updates to the Contractor's claims appeal process within ten (10) days of any such change.
- C.3.7.9** The Contractor shall consent to claims fiduciary responsibilities, including appeals, for claims adjudication and defense of "utilization review" decisions.
- C.3.7.10** The Contractor shall ensure Plan Participants never have to submit claim forms for in-network services.
- C.3.7.11** The Contractor shall have a pre-authorization procedure in place for referrals to non-network providers in those circumstances in which a network provider is not available to provide specific services.
- C.3.7.12** The Contractor shall obtain advice and consultation of qualified experts (internal or external, as needed) to review unusual charges or claims at no additional cost to the District.
- C.3.7.13** The Contractor shall provide claims adjudication at 80<sup>th</sup> R&C percentile for non-network DPPO services.

### **C.3.8 Account Management**

- C.3.8.1** The Contractor shall provide account management services including, but not limited to, ongoing financial, reporting, and benefits administration services during the contract term as required by the District.
- C.3.8.2** The District will review its level of satisfaction with the Contractor's Account Management team at the end of each quarter. The District will use a form similar to that

provided as Attachment J.1.17 for evaluation purposes. The Contractor shall obtain an overall rating of 3 (acceptable), 4 (good) or 5 (excellent).

**C.3.8.3** At the end of each contract period, the District will review the cumulative rating. If the cumulative rating falls below the acceptable range, the Contractor shall be assessed a performance deduction equal to one-eighth of one percent (0.125%) of the total premium to a maximum of three-fourths percent (0.75%) of the total premium. The assessment shall be made annually and will be billed to the Contractor or deducted from payments owed the Contractor.

**C.3.8.4** In addition to assessment of performance deductions as described in this section, the District reserves its right to terminate this contract according to Standard Contract Provision number 16, entitled termination for Convenience of the District.

### **C.3.9 Participant Services**

**C.3.9.1** The Contractor shall schedule dental appointments for participants within 48 hours of the request for an appointment and provide services within two weeks of the request for an appointment for major dental services and within 45 days for preventative and routine dental services.

**C.3.9.2** The Contractor shall provide emergency dental services to plan participants within 24 hours of the participant's request for emergency services.

**C.3.9.3** The Contractor shall implement, within 30 days of contract award and after receipt of approval by the COTR, and maintain a grievance policy that includes written procedures and forms.

**C.3.9.4** The Contractor shall provide a directory of providers to Plan participants annually and to the Office of Personnel (in specified quantities) twice a year and on an as-needed basis at no additional cost. The Contractor shall reprint provider directories annually to reflect changes to the network (if any). The Contractor shall provide updates on a quarterly basis. The Contractor shall provide access to its toll-free number and web site to obtain updated information on providers.

**C.3.9.5** The Contractor shall answer 80% of calls received from Plan participants within 20 seconds.

**C.3.9.6** On a quarterly basis, the Contractor shall measure telephone response time through monitoring which produces a report on the speed of answer. Speed of answer is defined as the amount of time which elapses between the time a call is received into the telephone system to the time it is responded to by the Contractor, including time spent on "hold" while a Contractor's Participant services representative finishes a prior call.

- C.3.9.7** The Contractor shall submit to the COTR, the quarterly telephone log reports. The COTR will review and retain the Plan's telephone log results to determine whether the Contractor has met the minimum requirement as outlined above.
- C.3.9.8** The Contractor shall maintain customer service satisfactory to the District and its Plan participants. At a minimum annually, the Contractor shall conduct a customer satisfaction survey of District's employees enrolled that will evaluate the services provided in terms of quality of care, responsiveness to requests for services and accessibility of network providers. The Contractor shall achieve a satisfactory rating from at least 85% of survey respondents. The Contractor shall submit survey results to the COTR within thirty (30) days of completion of the survey.
- C.3.9.9** The Contractor shall establish and provide a dedicated customer service operation (including a toll-free line) that is available to plan Participants from at least 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, except on District holidays. If the Contractor can not provide answers to questions immediately, the Contractor shall contact the employee with a response (or with an estimate of when a response will be provided) on the same day as the initial inquiry.
- C.3.9.10** The Contractor shall support the toll-free customer service line with live representatives during the hours stated in Section 3.9.9 and by an automated voice-response system 24 hours a day, seven days a week. Participants can access this system directly to request and receive service authorizations or other pertinent data. The Participant services and provider relations operations shall include:
- C.3.9.10.a.** Qualified staff available to answer questions on plan eligibility, plan guidelines, benefit levels, and claims procedures.
  - C.3.9.10.b.** The ability to access an eligibility file that identifies eligible Participants as well as certain other pertinent information regarding Participants.
  - C.3.9.10.c.** A system for providing Explanations Of Benefits to eligible Participants detailing payments to providers for services rendered and the amounts applicable to each service.
  - C.3.9.10.d.** A procedure for handling emergency requests or non-office hour services.
  - C.3.9.10.e.** An integrated claims and customer service system enabling both claims and service team members to view all screens.
  - C.3.9.10.f.** Adequate access to the customer service system for individuals with disabilities. (TTY and online access for deaf, full-service phone access for blind).
- C.3.9.11** The Contractor shall provide to the Contracting Officer's Technical Representative (COTR) a bi-weekly report of ID cards issued; the report shall show the name and social security number of the plan participant, as well as the date of card issuance to Plan participant.

**C.3.9.12** The Contractor's customer service center shall include representatives fluent in Spanish and other foreign languages that predominate the District Metropolitan Statistical Area. The service center shall provide access to a foreign language service provider.

**C.3.9.13** The Contractor shall use a unique identification number (that is not a social security number) on all Participant communications, including, but not limited to, membership cards, Explanations of Benefits (EOBs).

### **C.3.10 Audits**

**C.3.10.1** The Contractor shall provide the District or its designated representative the right to audit the performance of the plan and services provided (including quality of care).

**C.3.10.2** The Contractor shall make available all services, records and access to the auditors at no extra charge. The District shall have the authority to audit plan operations at least once annually.

**C.3.10.3** The Contractor shall perform eligibility reconciliations between Contractor files and District eligibility files on a monthly basis as per the process outlined in H.11.1.

### **C.3.11 Special Provisions**

**C.3.11.1** The Contractor shall provide at least 6 months notice of any planned systems upgrades or changes (to include claims, customer service, eligibility, corporate operating system).

**C.3.11.2** The Contractor shall have a process for resolving complaints in place and operable on the date of contract commencement. The Contractor shall provide written resolution within ten (10) business days of receipt of the complaint.

### **C.3.12 Reporting**

**C.3.12.1** The Contractor shall deliver the required management information reporting in the format specified by the District that provides utilization, claims reporting, and administrative services data by subgroup as required by the COTR.

**C.3.12.2** The Contractor shall provide Quarterly Reports which include:

**C.3.12.2.a.** A description of paid claims and capitations by month, service category, number of enrolled employees and dependents. The paid claim service categories are: Class I (Preventive), Class II (Basic/Restorative), Class III (Major) and Class IV (Orthodontia).

**C.3.12.2.b.** Monthly utilization showing information noted above by in and out-of-network.

**C.3.12.3** The Contractor shall provide Annual Reports, including , but not limited to:

**C.3.12.3.a.** A rate renewal report;

**C.3.12.3.b.** Projection of incurred claim costs for renewal year;

- C.3.12.3.c.** Complete documentation of the methodology and assumptions used to develop the projected costs;
  - C.3.12.3.d.** Disclosure of supporting data used in calculations, including monthly paid claims and enrollment, large claims analysis, trend analysis, demographic analysis, etc.;
  - C.3.12.3.e.** Substantiation of any proposed increase in fixed costs via a thorough analysis of activities and costs covered by those fees;
  - C.3.12.3.f.** Explanations for any unusual trend results (high/low relative to the market).
- C.3.12.4** If requested by the COTR, the Contractor shall provide Ad Hoc reporting flexibility to accommodate 5-10 requests annually, at no additional charge.

**SECTION D: PACKAGING AND MARKING**

**[NOT APPLICABLE]**

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004.

**SECTION F – DELIVERIES OR PERFORMANCE****F.1 TERM OF CONTRACT**

The Contractor will be allowed a start up period for transition services prior to the commencement date of each plan. The term of the start up period (base period of the contract) shall be date of award through December 31, 2009. During the start-up period, the Contractor shall prepare drafts of all communication materials, administration manuals and provide the necessary interface between the District's electronic eligibility and payment systems. The initial plan year shall be from January 1, 2010 though December 31, 2010. Each subsequent plan year will begin on January 1 of that year.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of two (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

**F.3 DELIVERABLES**

The Contractor shall provide the following deliverables:

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
*003AA	<b>PLAN DOCUMENTS</b>			
	Implementation Timetable in accordance with Section C.3.1.2 of the Statement of Work	1	Mail or hand deliver to COTR	Upon contract award.
	Approved Written Grievance Procedures/Forms in accordance with Section C.3.9.3 of the Statement of Work	1	Availability via Contractor's website.	30 days after contract award and as required.
	Quality Management Policy in	1	Mail or hand deliver to	30 days after

	accordance with Section C.3.3.4 of the Statement of Work		COTR.	contract award and as required.
	On-line interface with eligibility system in accordance with Section C.3.3.2 of the Statement of Work	1	Availability via Contractor's website.	30 days after contract award
	Approved Communication Materials (including provider directories) for on-site educational sessions and open enrollment meetings in accordance with Sections C.3.3.3 and C.3.9.4 of the Statement of Work	TBD	Mail or hand deliver.	Upon request; final documents to be provided at mutually agreed time prior to event; Provider directories annually to participants; 2 per year to DCOP; updates quarterly.
	Identification Cards to Participants in accordance with Section C.3.1.5	1 per participant	Mail or hand deliver	15 days prior to plan start for previously enrolled participants; 14 days after enrollment of new participants.
*003AB	<b>REPORTS</b>			
	Financial Summaries (including Claims Payment Audits) in accordance with Sections C.3.6.5.a and C.3.6.6.b9 of the Statement of Work	1	Electronic transmission or mail to COTR.	60 calendar days following end of plan year
	Utilization and Accounting Reports in accordance with Section C.3.6.3 of the Statement of Work	1	Electronic transmission or mail to COTR.	30 days upon receipt of request by the District
	Claims Turnaround Time Report in accordance with Section C.3.6.4.b of the Statement of Work	1	Electronic transmission or mail to COTR.	Due monthly by 15 <sup>th</sup>
	Telephone Logs in accordance with Section C.3.9.7 of the Statement of Work	1	Electronic transmission or mail to COTR.	Upon request
	ID Card Issuance Report in accordance with Section C.3.9.11 of the Statement of Work	1	Electronic transmission or mail to COTR.	Due bi-weekly
	Geo Access Reports in accordance with Section C.3.4.1 of the Statement of Work	1	Electronic transmission or mail to COTR.	Upon request
	Customer Survey Results in accordance with Section C.3.9.8 of the Statement of Work	1	Electronic transmission or mail to COTR.	30 days after completion of the survey
	Quarterly Reports in accordance with Section C.3.12.2	1	Electronic transmission or mail to COTR.	Every 90 days from the beginning of the plan year.
	Annual Reports in accordance with Section C.3.12.3	1	Electronic transmission or mail to COTR.	30 days after completion of plan year.
*0003AC	<b>NON-STANDARD REPORTS</b>			

	Provider Termination Notice to the District in accordance with Section C.3.4.7	1	Mail or hand deliver	60 days in advance of Provider termination
	Provider Termination Notice to Participants in accordance with Section C.3.4.8	1 per participant	Mail or hand deliver	30 days in advance of Provider termination
	Loss of License reporting in accordance with Section C.3.5.1	1	Mail or hand deliver	Within 5 business days of loss of license
	Current Dental Terminology Changes in accordance with Section C.3.5.4	1	Mail or hand deliver	90 days after the effective date of the change(s)
	Claims Appeal Process changes in accordance with Section C.3.7.8	1	Mail or hand deliver	10 days after change to any process
*0003AD	<b>AD-HOC REPORTS</b>			
	Ad-Hoc Reporting in accordance with Section C.3.12.4	TBD	Electronic transmission or mail to COTR.	Upon Request

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District may not make the final payment to the Contractor.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 INVOICE PAYMENT**

**G.1.1** The District shall provide the Contractor with electronic eligibility information from the payroll system for the agencies under the authority of the Mayor. For such agencies, under the UPPS payroll system, payment shall be electronic. For such agencies under the CAPPs payroll system, payment shall be by check until such time as the CAPPs system is converted back to the UPPS system. The Contractor shall not invoice the District but shall accept the District's electronic remittance as payment in full. The banks levy a per transaction charge for utilization of the electronic eligibility information and payment. The Contractor shall be responsible for payment of such charges and must build this cost into the administrative component of their premium rate.

**G.1.2** The District's contributions for its share and the employee's share of the premium is based on various pay schedules in a year for certain groups of employees, i.e. 26 pay periods, 24 pay periods, 20 pay periods, 18 pay periods and monthly pay periods. The Contractor shall accept the District's payroll record of enrollments and remittance based on those enrollments via bi-weekly electronic funds transfer (EFT) as payment in full for the period for which the EFT was made. The Contractor shall receive premium payments for each employee after the employee has worked in the relevant pay period.

**G.1.3** The Contractor shall not invoice the District for any payments, including retroactive premium adjustments, and shall accept the electronic funds transfer (EFT) as payment in full for the periods for which the EFT are made.

**G.2 METHOD OF PAYMENT**

The District shall make bi-weekly payments, in accordance with the premium rates listed in Section B.2, to the Contractor in the form of electronic funds transfer (EFT) and/or check, in accordance with Section B and as described in Section G.1.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

The District will pay the Contractor in accordance with the agreed upon payment schedule.

**G.5 ASSIGNMENTS**

**G.5.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of the contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE****G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Name:** *Jean Wright*  
**Title:** *Contracting Officer*  
**Address:** *Office of Contracting and Procurement*  
*441 4<sup>th</sup> Street, N.W., Suite 700S*  
*Washington, DC 20001*  
**Telephone:** *202-671-4463/ 724-5194*

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.8.4** Any request for changes to the contract must be provided in writing by either party seeking the change(s) to the other party at least thirty (30) days prior to the proposed effective date of the change.

### **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

***Name:** Director or designee (to be specified at Contract Award)*

***Title:** Benefits Manager*

***Agency:** Office of Personnel,*

***Address:** 441 4<sup>th</sup> Street N.W, 340N  
Washington, DC 20001*

***Telephone:** 202-442-9700*

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination 2005-2104, Revision 09, dated 3/16/09, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

**H.9 DISTRICT RESPONSIBILITIES**

As Contracting Officer's Technical Representative (COTR), DCOP will approve the Contractor's plan for enrollment and delivery of services to eligible participants including plan documents, booklets, I.D. cards, and any changes in benefits. The D.C. Office of Pay and Retirement Services will provide biweekly payments based upon eligibility data, including additions and deletions based on payroll status of the employees. The biweekly payroll data will form the basis for potential payments to the Contractor for services actually delivered to eligible Plan participants, excluding co-payment. DCOP will assist the Contractor in the dissemination of information developed by the Contractor to inform employees of the Plan's availability, benefits offered, eligibility, and how to participate.

**H.10 RESERVED****H.11 AUDITS, RECORDS, AND RECORD RETENTION**

**H.11.1** Contractor shall perform reconciliation of eligibility data provided by the D.C. Office of Pay and Retirement Services, as stated herein in C.3.10.3 of this solicitation, within thirty-one (31) days of the previous benefit month. If, during the reconciliation process, the Contractor discovers discrepancy in the data provided by the District and its own, the Contractor is responsible for contacting the COTR within five (5) days of said discovery. Upon notification, the District has five (5) days to respond to Contractor's inquiry. The entire process for resolution of such discrepancies must be completed within the thirty-one (31) day time period allotted for reconciliation.

**H.11.2** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by

the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.11.3** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

**H.11.4** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

**H.11.5** The Contractor shall assure that these records will be available at all reasonable times for inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

**H.11.6** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.11.7** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## **H.12 CONFLICT OF INTEREST**

**H.12.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

**H.12.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

## **H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

For this contract, Account Representatives and Service Center Personnel designated to the District's account are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall

notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions), in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign these key personnel or appoint replacements, without prior, express written permission from the Contracting Officer.

#### **H.14 SUBCONTRACTORS**

For the purposes of this contract, providers of direct dental services or supplies to plan participants pursuant to the Contractor's dental benefits plan are not considered subcontractors. The District encourages the use of certified Local, Small, Disadvantaged Businesses (LSDBEs) to the maximum extent practicable.

#### **H.15 DEBARRED PROVIDER RESTRICTION**

Contractor certifies, by signing this contract, that the Contractor, its principals, subcontractors, and all providers or suppliers rendering dental services or supplies pursuant to this contract are not presently excluded from participation in Medicare and State health care programs by the United States Department of Health and Human Services. Furthermore, the Contractor certifies that no services or supplies rendered during the course of this contract shall be provided or supplied by any individual or entity that has been excluded in said manner.

#### **H.16 HIPAA PRIVACY COMPLIANCE**

##### (1) Definitions

- (a) *Business Associate*. "Business Associate" shall mean CIGNA Dental Health, Inc..
- (b) *Covered Entity*. "Covered Entity" shall mean District of Columbia Office of Personnel.
- (c) *Designated Record Set* means:

A group of records maintained by or for Covered Entity that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (e) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity and within thirty (30) days of the request, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, within thirty (30) days of the request.
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, within thirty (30) days of the request by the Covered Entity, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
  - (j) Business Associate agrees to provide to Covered Entity or an Individual, within thirty (30) days of a request by the Covered Entity, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (3) Permitted Uses and Disclosures by Business Associate
- (a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract #DCBE-2006-\_\_-0122 provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
  - (b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - (c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
  - (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
- (4) Obligations of Covered Entity
- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
  - (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
- (3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

- (1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to

those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

- (a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## **H.17 WAY TO WORK AMENDMENT ACT OF 2006**

**H.17.1** Except as described in H.19.8 below, the Contractor shall comply with Title I of the “Way to Work Amendment Act of 2006”, D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of \$100,000 or more in any 12-month period.

**H.17.2** The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP’s website at <http://www.ocp.dc.gov>.

**H.17.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.17.4** The Department of Employment Services (“DOES”) shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.

**H.17.5** The Contractor shall provide a copy of the fact sheet to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the notice in a conspicuous place in its place of business.

**H.17.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.17.7** The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.17.8** The requirements of the Living Wage Act do not apply to:

- (1) Contracts or other agreements that are subject to wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.19.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act.

**SECTION I: CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
  - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to

the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a

single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as

required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- I.8.1 Commercial General Liability Insurance:** \$2,000,000 limits Per Occurrence, Pre Aggregate: \$5,000,000, Products and Completed Operations: \$1,000,000. District added as an additional insured.
- I.8.2 Automobile Liability Insurance:** \$2,000,000 per occurrence combined single limit.
- I.8.3 Worker's Compensation Insurance:** according to the statutes of the District of Columbia, including Employer's Liability, \$1,000,000 per accident for injury, \$1,000,000 per employee for disease, \$1,000,000 policy limit disease.
- I.8.4 Umbrella/ Excess Liability Insurance,** \$5,000,000 limits per occurrence.
- I.8.5 Professional Liability Insurance,** \$2,000,000 limits per occurrence (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure). \$2,000,000 Per Aggregate.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

**SECTION J: LIST OF ATTACHMENTS****J.1 ATTACHMENTS**

**J.1.1** Wage Determination No.2005-2104, Revision No. 9, dated 3/16/09.

**J.1.2** Overview

**J.1.3** Compliance Checklist

**J.1.4** Explanation Sheet

**J.1.5** Questionnaire

**J.1.6** Census Data (refer to WinZip File)

**J.1.7** DHMO Plan Design #1

**J.1.8** DHMO Plan Design #2

**J.1.9** DPPO Plan Design #1

**J.1.10** DPPO Plan Design #2

**J.1.11** Enrollment and Rate History

**J.1.12** Performance Guarantees

**J.1.13** Network Provider Access

**J.1.14** Disruption Report

**J.1.15** Utilization Report – 07-01

**J.1.16** Utilization Report – 07-02

**J.1.17** Utilization Report – 08-01

**J.1.18** Utilization Report – 08-02

**J.1.19** Account Evaluation Sheet

**J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the offer.*)

**J.2.1** LSDBE Certification Package

**J.2.2** E.E.O. Information and Mayor's Order 85-85

**J.2.3** Tax Certification Affidavit

**J.2.4** First Source Employment Agreement

**J.2.5** Cost/Price Data Package

**SECTION K - CERTIFICATIONS**

**K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
  
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

***(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);***

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 CONTRACT AWARD****L.1.1 Most Advantageous to the District**

The District prefers to provide these benefit plans through one contractor, however, the District reserves the right to award one or more contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and 5 copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, facsimile and emailed proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *DCBE-2009-R-0002 – Dental Service Plan for District Employees*."

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a manner that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical and price proposals shall facilitate the evaluation of the proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

**L.2.1 Technical Proposal****L.2.1.1 Tab 1 – Overview**

Offerors shall complete Attachment J.1.2 and provide evidence of licensing and regulatory approval. If not provided, the District may reject the offer as non-responsive.

**L.2.1.2 Tab 2 - Compliance Checklist and Explanation**

Offerors shall complete the Compliance Checklist (Attachment J.1.3) indicating whether or not the Offeror can comply with the specific requirements of the solicitation. If the Offeror's response is "No" to any requirement, the Offeror must provide an explanation in Attachment J.1.4, Explanation Sheets. The responses to the checklist shall be a portion of the basis for evaluation of the technical criteria stated in Section M.3.1.

**L.2.1.3 Tab 3 - Questionnaire**

Offerors shall complete the Dental Proposal Questionnaire (Attachment J.1.5) regarding organization and network capabilities. The responses to the questionnaire shall be a portion of the basis for evaluation of the technical criteria stated in Section M.3.1.

**L.2.1.4 Tab 4 – Provider Network**

Offerors shall complete Attachment J.1.13, including providing GeoAccess reports and Attachment J.1.14 – Provider Disruption Report. The responses to the questionnaire shall be a portion of the basis for evaluation of the technical criteria stated in Section M.3.1.

**L.2.1.5 Tab 5 - Plan Designs**

Offerors shall complete Attachments J.1.7 through J.1.10, confirming its proposed plan is comparable to the District's proposed plan design. Deviations from the District's proposed plan design shall be listed in the column provided. The responses to the questionnaire shall be a portion of the basis for evaluation of the technical criteria stated in Section M.3.1.

**L.2.1.6 Tab 6 -Attachments and Certifications**

Offerors must complete and submit, with their proposals, the required attachments (Attachments J.2.1 through J.2.5) and certifications in Section K. For Offerors who indicate in Attachment J.2.1 a non-LSDBE status, the Offeror may indicate any LSDBE subcontractors the Offeror proposes to utilize in performing the required services.

**L.2.2 Price Proposal****L.2.2.1 Base Year**

Offerors shall submit pricing for all Contract Line Item Numbers (CLINs) in Section B of the solicitation. Offerors must include in the proposed premium

rates for CLINs 0001 through 0002, which shall include all costs and charges related to full performance of CLIN 0003 and bank transaction costs referred to in G.1.1. Offers that fail to provide pricing for each CLIN may be considered unacceptable.

#### **L.2.2.2 Option Years**

The District requires fixed rates or rate guarantees for Option Year 1 and Option Year 2. In providing rate guarantees, the Contractor shall provide the basis of the guarantee, including the assumptions used for which the guarantee is made or will be made; and the guaranteed renewal formula that would apply to each Option Year rate guarantee. For example, Option Year rate guarantees may be (1) on the basis of "Rate Caps" (the maximum amount premiums could increase in Option Years 1 and 2 based on paid claims loss ratios); or (2) on the basis of a renewal formula based on trends, anticipated administrative costs, maximum premium increases tied to the Consumer Price Index (CPI) for the Washington Metropolitan Area; or (3) some combination of the above. The Offeror shall guarantee the renewal formula(s) or rates to be used in Option Years 1 and 2 and shall provide the formula within its price proposal.

#### **L.2.2.3 Rate Calculation**

The Offeror shall describe the factors included to set premiums for this account, including the formula for utilizing paid claims, reserves, administrative costs, capitation fees. In addition, the Offeror shall provide average rate increase information for similar size accounts during 2003, 2004 and 2005. The banks levy a per transaction charge for utilization of the electronic eligibility information and payment. The Contractor shall be responsible for payment of such charges and must build this cost into the administrative component of their premium rate.

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **2:00 PM, Wednesday, July 22, 2009**.

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, 441 4<sup>th</sup> Street N.W., Suite 700S, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

**L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements

in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

#### **L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

#### **L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### **L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Jean Wright, Contracting Officer  
441 4<sup>th</sup> Street NW, Suite 700S  
Washington, DC 20001  
202-727-0252  
Jean.wright@dc.gov

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or electronic communication, including email or fax. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer will issue an additional request for best and final offers to all offerors still within the competitive range.

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or

certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.19 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

- M.1.1** The District will evaluate each Plan type separately, then rank the offers for each plan type in accordance with the evaluation criteria in Section M. The District expects to award one or more contracts. The District will make a determination of the number of awards based on the ranking of the proposals and the availability of funds.

### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 10 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 8 (4/5 of 10). The sub factor scores will be added together to determine the score for the factor level.

**M.3 EVALUATION STANDARDS**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

**M.4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

**M.4.1 Technical Criteria (80 Points)****M.4.2 Price Criteria (20 Points)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.4.3 Preference (12 Points)****M.4.4 TOTAL (112 Points)****M.4.4.1 TECHNICAL CRITERIA (80 Points)**

The standards for each subfactor are outlined as follows:

**M.4.4.2 Dental Plan Management and Design**  
(Total Possible Points: 25 points)

**M.4.4.3** Offeror can provide an acceptable DHMO and DPPO plan evident by its responses to Attachment J.1.3, Compliance Checklist indicating the Offeror's ability to comply with the requirements of the solicitation.

**M.4.4.4** Offeror has demonstrated the ability to effectively process claims data by possessing a fully integrated claims and Participant services system; possessing coordination of benefits capabilities; providing a dedicated claim unit to the District; clearly defining the method for determining reasonable and customary charges; and tracking and maintaining claims data.

- M.4.4.5** Offeror has submitted a comprehensive Quality Management Program that includes, at a minimum, grievance procedures, provider credentialing and termination policies, incentive plan for service providers, monitoring procedures for quality of care, and a dispute resolution strategy.
- M.4.4.6** **Network Provider Access**  
(Total Possible Points: **25** points)
- M.4.4.6.1** GeoAccess reports confirm the accessibility and geographical distribution of service providers within the Offeror's network that can service the District's population; and the Offeror has an existing provider network with sufficient open provider offices to service the District's eligible plan participants and provide for minimal disruption to Plan Participants.
- M.4.4.6.2** Offeror has demonstrated the ability to attract and maintain service providers in its network as evident by such factors as the current number of providers, a low provider turnover rate and an incentive plan for providers.
- M.4.4.6.3** Offeror has demonstrated its ability to expand the network to meet the District's current and future needs.
- M.4.4.6.4** **Technical Capability and Past Performance**  
(Total Possible Points: **20** points)
- M.4.4.6.5** Offeror has presented an acceptable timetable for implementation of the Plan.
- M.4.4.6.6** Offeror, from past performance, has administered dental service plans similar to that described in the solicitation under at least three contracts of comparable size within the last five years. A contract of comparable size is one that covers a population equal to at least 85% of the District's estimated population.
- M.4.4.6.7** Offeror has demonstrated a high level of customer service satisfaction based on past performance evaluation of the Offeror from supplied references and other sources known to the District.
- M.4.4.6.8** Offeror has experienced and maintained growth in its membership over the last three years.
- M.4.4.6.9** Offeror has presented staff information including resumes and certificates demonstrating qualifications and expertise of the Offeror's proposed implementation and account teams to meet the requirements of the solicitation.
- M.4.4.6.10** **Quality Management and Utilization**  
(Total Possible Points: **10** points)

**M.4.4.6.11** Offeror has presented a comprehensive policy for provider credentialing standards and audit procedures in accordance with the requirements of the contract.

**M.4.4.6.12** Offeror has demonstrated its ability to measure and report on utilization. Utilization measurements include, but are not limited to, referral processes, emergency care procedures, and maintenance of quality of care.

**M.4.4.6.13 PRICE CRITERIA**

(Total Possible Points: **20** points)

The prices for each offer will be evaluated using the proposed rates based on the projected enrollment as described in Section B for the base year and option years using maximum rates according to each proposed formula. See Section M.3. The value of network discounts will also be considered in calculating the total price score. The rates proposed by the Contractor shall exclude commissions or fees to be paid to an agent, broker or consultant. No fees or commissions will be paid under the contract.

Price-related factors such as co-payments and co-insurance will also be considered in calculating the total price score.

**M.5 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.6 CBE CLAUSES APPLICABLE TO RFP OPEN MARKET SOLICITATIONS FOR SUPPLIES & SERVICES**

**M.6.1. Preferences for Certified Business Enterprises**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.6.2 Subcontracting Requirements**

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

**M.6.2.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and

supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

**M.6.2.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.6.2.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

### **M.6.3. Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

**M.6.3.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

**M.6.3.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

**M.6.3.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

**M.6.3.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

**M.6.3.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

**M.6.3.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two

points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

#### **M.6.4 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

#### **M.6.5 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

#### **M.6.6 Vendor Submission for Preferences**

**M.6.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

**M.6.6.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

**M.6.6.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

**M.6.6.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.6.6.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6.7 Subcontracting Plan**

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.6.2, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.6.7.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.7.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.7.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.6.7.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.6.7.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.6.7.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.7.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.6.7.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

**M.6.7.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

### **M.6.8 Compliance Reports**

By the 21<sup>st</sup> of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

**M.6.8.1** The dollar amount of the contract or procurement;

**M.6.8.2** A brief description of the goods procured or the services contracted for;

**M.6.8.3** The name and address of the business enterprise from which the goods were procured or services contracted;

**M.6.8.4** Whether the subcontractors to the contract are currently certified business enterprises;

**M.6.8.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**M.6.8.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.6.2; and

**M.6.8.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.6.2.

### **M.6.9 Enforcement and Penalties for Breach of Subcontracting Plan**

**M.6.9.1** If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**M.6.9.2** In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to

subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

## **M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.