

**Alameda County Employees' Retirement Association
(ACERA)**

**REQUEST FOR PROPOSAL FOR
Dental Plan Provider**

ISSUE DATE:

Wednesday, March 5, 2025

PROPOSALS DUE:

Wednesday, April 2, 2025 at 4:00 p.m. Pacific Time

SUBMIT TO:

**Alameda County Employees' Retirement Association
Attn: Benefits Department
475 14th Street
Suite 1000
Oakland, California 94612-1916**

RFP POINT OF CONTACT:

**Michael Szeto
Segal**

Email: mszeto@segalco.com

PROHIBITED COMMUNICATIONS:

From the RFP release date until a contract for the requested services are fully executed, firms are prohibited from communication with Members of the Retirees Committee or Staff, other than the RFP Point of Contact, concerning the RFP or the contract. Any communications will be considered attempts to lobby or market services, and are therefore prohibited by ACERA.

Firms will be disqualified from contract consideration if the prohibition is not honored.

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APPENDICES

All applicable Appendices must be submitted with the proposal.

Appendix A: Intent to Bid Form

Appendix B: Premium Quotation Form

Appendix C: Plan Comparison Summary

Appendix D: Proposer Information Sheet and References

Appendix E: Questionnaire

Appendix F: Network Analysis (Geo Access, Provider Disruption and Discount Evaluation)

Appendix G: Performance Guarantees

I. INTRODUCTION

A. INVITATION

The Alameda County Employees' Retirement Association (ACERA) is seeking proposals from qualified organizations with in-depth knowledge and expertise in providing fully insured and/or self-funded dental benefits for ACERA's eligible Retired Members, Survivors (e.g., surviving spouse/domestic partner), and Dependents.

ACERA seeks to partner with vendors who can demonstrate:

- An understanding of the challenges of managing dental plan benefits for a Retiree-only population.
- An established track record for providing high-quality service to dental plan participants.
- An effective provider network, which balances cost and quality, with minimal provider disruption.
- Consistent, responsive, and professional administrative service backed by verifiable performance measurements.
- An ability to provide comprehensive reports containing cost and utilization data, that helps ACERA understand factors that drive costs and how programs and services offered by the plan vendor(s) help to mitigate cost trends.
- Understanding of the Patient Protection and Affordable Care Act and its impact on dental programs that may impact Members.

This RFP will be for plan years February 1, 2026 – January 31, 2029, with options to renew for two additional one-year periods.

ACERA has engaged its Health & Welfare Consultant, Segal, to solicit dental plan benefit proposals for this RFP.

B. BACKGROUND

ACERA is a public, defined benefit pension plan, located in Oakland, California, established and governed under the provisions of County Employees Retirement Law of 1937 (the "'37 Act") (California Government Code, §§ 31450 - 31898) and the California Pension Protection Act of 1992 (California Constitution, Article 16, § 17.). ACERA operates in compliance with state and federal laws.

ACERA sponsors and administers the fully insured dental insurance plans for the retired employees of Alameda County and their dependents. A portion of the premiums for these plans are paid by ACERA for eligible retirees. Beneficiary and Dependent enrollment is voluntary and premiums are deducted from a member's monthly retirement benefit.

ACERA's Supplemental Retiree Benefit Reserve (SRBR) represents funds required by statute to be set aside from investment earnings to provide supplemental, non-vested benefits to retirees. The SRBR was established on January 1, 1985, upon adoption of Article 5.5 of the Government Code by the Board of Supervisors for Alameda County. Currently, the SRBR is used to subsidize retirees' premium costs including those for dental plans.

Materials contained in proposals are subject to the California Public Records Act (Cal. Gov. Code Sections 7920.000 et. seq.). After negotiations are complete, but before the Board of Retirement ("Board") finally approves the award of the contract, the materials contained in proposals may be viewed and copied by any member of the public, including news agencies and competitors.

If a proposing firm believes a portion of a proposal is exempt from disclosure under the Public Records Act, such portion must be marked “TRADE SECRETS”, “CONFIDENTIAL” OR “PROPRIETARY,” as applicable, and must be clearly distinguished from the rest of the proposal. Proposals marked in their entirety as confidential or other designation indicating exemption from public disclosure will not be considered confidential or exempt from disclosure under the Public Records Act, and ACERA will not deny public disclosure of any portion of such proposals. By submitting a proposal with material marked “TRADE SECRETS”, “CONFIDENTIAL” OR “PROPRIETARY,” the proposing firm represents that it has a good faith belief that the designated material is exempt from disclosure under the Public Records Act, but such designations will not be conclusive. The proposing firm may be required to justify in writing why such material should not, upon request, be disclosed by ACERA and any determination regarding that justification will be made based on applicable law. By submitting a proposal to ACERA, the proposing firm agrees to reimburse ACERA for, and to indemnify, defend and hold harmless ACERA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to ACERA’s non-disclosure; and (b) any and all Claims arising from or relating to ACERA’s public disclosure of any portions of a proposal that ACERA reasonably determines is required by law.

For 2025, the dental program includes the following fully insured plans provided by Delta Dental:

- Dental Preferred Provider Organization (DPPO)
- Dental Health Maintenance Organization (DHMO)

Both dental plans cover approximately 11,300 retirees and beneficiaries on a mandatory and voluntary basis, depending on years of service. Approximately 85% of retirees are enrolled in dental plans on a mandatory and voluntary basis.

A summary of the dental program is included in Appendix C Plan Comparison Summary (DPPO and DHMO). ACERA’s Retiree Enrollment Guide provides an overview of benefits offered to Alameda County retirees and eligible dependents. The most recent Retiree Enrollment guide is available on the ACERA web site at <https://www.acera.org/sites/main/files/file-attachments/retiree-enrollment-guide.pdf>.

ACERA retirees are eligible for dental benefits. In addition, Disability Retirees, current spouses/domestic partners of Retirees, surviving spouses/domestic partners (hereafter referred to as Survivors) of Retirees, and dependent children (biological children, adopted children from the date of placement, stepchildren, or dependents under legal guardianship/conservatorship) also participate in the plan.

For 2025, the maximum monthly dental subsidy applied towards ACERA’s Retirees with 10 or more years of service is \$51.05 for DPPO plan members and \$22.18 for DHMO plan members covering the entire premium rate. Enrollment for these members is mandatory, with approximately 78% of eligible retirees enrolled. Retirees with less than 10 years of service are eligible to enroll in ACERA’s dental plans, but do not receive a subsidy. Monthly premiums for Retirees Only coverage with less than 10 years of service for the DPPO and DHMO plans are \$74.60 and \$31.05, respectively.

The majority of ACERA Retirees reside within California (approximately 85%). The remaining 15% of ACERA Retirees reside throughout the United States and internationally. Arizona, Nevada, Texas, Oregon, and Washington are the states with the largest concentration of ACERA Retirees outside of California.

An annual Open Enrollment period is held November 1st – November 30th of each year. It allows new enrollments and the addition of eligible family members. All Proposers must quote on the basis that there will continue to be an annual Open Enrollment period. Additional qualifying events for enrolling outside of Open Enrollment include: retirement from Alameda County or another participating employer, or being added to the retirement payroll as an eligible Survivor. Eligible participants have 30 days from the

date of these qualifying events from which to elect coverage.

ACERA requires renewals to be presented by June 1st for the plan year beginning the following February 1st. The final renewal benefit designs and rates are presented to ACERA by July 1st prior to the start of the plan year. Vendors are not allowed to modify the final renewal benefits and rates. Benefit changes are only allowed provided they are due to state or federal mandates; however, the final rates are not allowed to change.

Vendors are expected to provide complete transparency with information relevant to the ACERA program. ACERA is interested in obtaining monthly utilization data, selected plan performance metrics, member data, and other plan information specific to its population.

Vendors are encouraged to participate in the ACERA wellness program initiative. Each Proposer may contribute to the annual Open Enrollment and wellness campaign initiative for 2026.

In addition, vendors are asked to develop and coordinate an ACERA Member satisfaction survey specific to its program. The vendor should be responsible for all costs associated with developing this survey.

This RFP seeks proposals for the dental plan designs provided in Appendix C Plan Comparison Summary. Plan designs should match, as closely as possible to the current benefit provisions. ACERA prefers to receive an exact match to its current benefit plans.

Proposers are encouraged to bid on all dental plans for which they can provide benefits in order to provide ACERA with the best possible range of alternatives. While ACERA does not have a predisposition to any particular plan packaging scenario, the cost advantages and administrative efficiencies resulting from a packaged award will be considered.

Proposers are invited to submit bids for DPPO and DHMO plans on the following financial basis:

- Fully insured (DPPO and DHMO)
- Self-funded (DPPO)

All Proposers may choose to bid on any one or all of the above plan scenarios. Required plan elements include claim payment, member services, provider networks, and utilization (precertification and concurrent). An optional element is interactive health management (e.g., web-based or telephonic care management tools and programs).

C. RIGHT OF ACERA TO AWARD, WITHDRAW, OR REJECT PROPOSALS

RIGHT TO AWARD PROPOSAL(S)

ACERA reserves the right to award business in whatever configuration best meets its needs, at its sole discretion. These configurations include, for example, awarding coverage for all plans to a single vendor or awarding each plan to separate vendors. If the Proposer submits alternatives and/or substitutions to the terms and conditions, ACERA reserves the right to determine if the alternatives/substitutions are acceptable.

RIGHT TO WITHDRAW PROPOSAL(S)

ACERA reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all responses to this RFP.

RIGHT TO REJECT RFP(S)

ACERA reserves the right to reject any and all proposals or to waive, at its discretion, any irregularity, which ACERA deems reasonably correctable or otherwise not warranting rejection of a proposal. The rejection of any or all proposals shall not render ACERA liable for costs or damages. ACERA makes no representation that any contract will be awarded to any Proposer responding to this RFP.

CONFLICT OF INTEREST

By submitting a proposal, your firm represents that it is familiar with California Government Code §1090 and the §87100 et seq. and that it does not know of any facts that constitute a violation of said sections in connection with the proposal. Your firm also represents that its proposal has completely disclosed to ACERA all facts bearing upon any possible interests, direct or indirect, which you believe any member of the ACERA Board of Retirement, any member of ACERA, other officer, agent or employee of ACERA and/or officer, agent or employee of the participating employer has, or will have, in this Agreement, or in performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposal or termination of any subsequent Professional Services Agreement by ACERA for cause. You agree that if you enter into a contract with ACERA, it will comply with all applicable conflict of interest codes and policies adopted by ACERA and its reporting requirements, including but not limited to, filing Form 700 Statement of Economic Interest or Certifications of Financial Solicitation.

D. MINIMUM QUALIFICATIONS

Firms must clearly demonstrate achievement of the minimum qualifications for their proposals to be considered.

- The firm must have at least five (5) years of experience providing fully insured and/or self-funded dental plan benefits to assist public agency clients. A public agency client, for these purposes, must be a United States federal, state, municipal, or other local government client; and
- The firm has provided similar fully insured and/or self-funded dental plan benefits as detailed in this RFP, resulting in positive impacts for at least three (3) other public agencies including retiree coverage.

II. SCOPE OF SERVICES

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

A. DENTAL PLAN UNDERWRITING AND GENERAL RESPONSIBILITIES

1. Proposer must be experienced with and licensed to provide dental plan benefits in the State of California.
2. Proposer must be able to provide access to dental plan benefits coverage for ACERA members who reside in the State of California or out-of-state (outside California).
3. Proposer agrees to accept ACERA's definitions of eligible Retiree, Survivor, and Dependents.
4. Proposer agrees to work collaboratively with ACERA Staff, ACERA Board of Retirement, and ACERA Health & Welfare Consultant.
5. Proposer agrees to work collaboratively with other ACERA vendors on other plan benefit-related projects such as open enrollment, wellness programs, data requirements and member satisfaction survey.

6. Proposer agrees to provide and present renewal underwriting methodology to ACERA and its Health & Welfare Consultant, as needed. In addition, Proposer agrees to attend ACERA Committee/Board meetings as required to present renewals and proposals.
7. Proposer agrees to provide other services as requested by ACERA, for which the vendor has the technical capability and capacity to render, to parties that include but are not limited to ACERA Staff, ACERA Board of Retirement, and ACERA Health & Welfare Consultant.
8. Proposer agrees to notify ACERA in writing and obtain approval of any changes to their services including, but not limited to, outsourcing of services outside the United States and its territories.

B. PROGRAM EVALUATION, REPORTS, AND DATA SERVICES

1. Meet with ACERA Staff at least semi-annually to review and evaluate dental plan administration.
2. Attend various retiree meetings relating to dental plan benefits upon ACERA's request.
3. Provide statistical plan reports including utilization data, enrollee distribution reports, status reports and analysis (monthly, periodically, and annually), and other reports as needed and requested by ACERA and/or ACERA's Health & Welfare Consultant. Additionally, provide ongoing reports on network retention and market analysis, including:
 - a. Retention and turnover of contracted dentists, detailing the number of dentists leaving and joining the network within ACERA's service area.
 - b. Network expansion efforts, showing growth trends and recruitment success rates.
4. Market penetration reports, indicating what percentage of dentists in California—or any specific region—are under contract with the carrier, compared to overall market availability.
5. Recommend alternatives to current dental plan designs and cost options when requested by ACERA Staff and/or ACERA's Health & Welfare Consultant.
6. Accept eligibility reporting on a monthly or more frequent basis within a twenty-four (24) hour upload turnaround time to assure timely eligibility capture.
7. Maintain full and accurate records with respect to all matters and services provided to ACERA for a minimum of seven (7) years from January 31st of the affected plan year.
8. Maintain compliance with all applicable Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules as a covered entity. Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information.
9. Inform ACERA's Staff and its Health & Welfare Consultant of any pending legislation affecting the administration of the dental plans. If relevant legislation is enacted, the dental vendor(s) is expected to provide ACERA Staff and its Health & Welfare Consultant with a cost analysis and an implementation plan to ensure the impacted dental plan(s) and ACERA comply with the new requirements.

C. CUSTOMER SUPPORT SERVICES

1. Provide Performance Guarantee(s) with financial incentives to assure a high level of service to ACERA and its Retirees, Survivors, and Dependents.
2. Provide a dedicated Account Manager, Claims Issue, and Eligibility Contact and agree to change those contacts upon request by ACERA.
3. Provide day-to-day consultation on matters pertaining to claim status, discrepancies, disputes, and plan interpretation.
4. Perform research and provide responses to technical questions from ACERA Staff and its Health & Welfare Consultant.
5. Provide training for ACERA Staff regarding the plan and/or internal plan systems.

6. Provide administrative services for the plan, claims processing, research and resolution of any issues, complaints, or problems.
7. Investigate and resolve administrative, claims problems and customer service issues.
8. Provide ACERA with a disaster recovery plan within 90 days of executing the Contract.

D. OPEN ENROLLMENT AND COMMUNICATION SERVICES

1. Participate in various events related to open enrollment, wellness and other activities/meetings centered upon educating ACERA dental plan participants and ACERA Staff regarding this benefit.
2. Assist ACERA and its Health & Welfare Consultant in preparing (open and special) enrollment and plan documents for use in retiree communication guides or letters.
3. Assist ACERA and its Health & Welfare Consultant in drafting communication materials and plan comparison information for Retirees, Survivors, and Dependents.
4. Assist ACERA Staff in planning and participating in a minimum of three annual wellness education sessions for Retirees. Planning includes at least one annual meeting with ACERA Staff regarding current open enrollment meeting information needs.
5. Attend and present dental information (such as dental plan changes for the following calendar year, how to utilize the plan most effectively, etc.) at all annual Open Enrollment seminars for Retirees, Survivors, and Dependents.
6. Assist ACERA with the development of dental plan benefits documents, such as the ACERA Retiree Enrollment Guide.
7. Provide electronically formatted participant communications to be used by ACERA (i.e., webpages newsletters, flyers, and videos).
8. Support on-line enrollment and eligibility change management.

E. WELLNESS

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

F. DATA REQUIREMENTS

1. Review dental plan data and work with ACERA Staff and its Health & Welfare Consultant to develop and provide drill-down reports to better understand utilization.
2. Assist ACERA's Health & Welfare Consultant in the preparation of semi-annual utilization data in summary report format.
3. Identify cost drivers within each plan and collaborate with ACERA and its Health & Welfare Consultant to develop strategies to mitigate the impact of these cost drivers, which may involve value-based benefit plan design changes, consideration of new programs or plan offerings, funding arrangements or changes to the existing health benefits program, communications efforts and alternative funding methodologies.
4. Monitor and report on the progress of strategies and its effect on cost drivers.

G. MEMBER SATISFACTION SURVEY

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

III. GENERAL DUTIES

The Proposer is expected to perform/handle the following general duties:

1. Treat all ACERA information as confidential. This applies to all data created, gathered, generated, or acquired within the scope of the contract.
 - Sensitive information inclusive of, but not limited to, ACERA Members and Beneficiaries must be kept confidential in accordance with HIPAA standards. Selected Proposers shall notify ACERA immediately if there are any breaches to the confidentiality of ACERA's confidential information. The breach of this agreement is subject to cancellation of the contract and the selected Proposer being held liable for damages.
 - Maintain confidential any information resulting from this engagement except with written consent from the Chief Executive Officer of ACERA or designee, prior to the release of any such information. This includes, but will not be limited to, press releases, research, reports and any publicity given to the selected Proposer for work provided under the resulting contract. ACERA shall be credited as the sponsoring agency.
 - Refer all requests, reports, and all other communication that use ACERA's database through the Chief Executive Officer or appointed designee.
2. Notify ACERA immediately of any anticipated changes in personnel assigned under the terms of this engagement. The firm shall submit resumes of any proposed replacement personnel, and obtain written approval from ACERA for any change in the personnel assigned to the work.
3. Notify ACERA Staff in writing in the event that any conflict of interest or possible conflict of interest is discovered regarding the provision of these services.
4. Document discussion ideas, issues, and extended services. Share responsibility with ACERA for documenting in writing all ideas and issues arising in discussions and meetings.

IV. INSTRUCTIONS TO PROPOSERS

ACERA and its designated representatives will evaluate all proposals submitted according to this RFP. The proposal submitted will be considered to be your organization's only submission.

A. PROPOSAL TIMELINE

ACERA will make every effort to adhere to the following anticipated schedule:

Event	Date
Issue of RFP	March 5, 2025
Deadline to Submit Intent to Bid Form	March 12, 2025, 4:00 p.m. Pacific Time
Deadline to Submit Written Questions	March 19, 2025, 4:00 p.m. Pacific Time
Response to Written Questions/RFP Addendum	March 26, 2025 (tentative)
Submission of Proposals	April 2, 2025, 4:00 p.m. Pacific Time
Proposal Evaluation	April 2025
Selection of Short List (if applicable)	April 2025
Conduct Interviews (if applicable)	May 2025
Selection of Finalist(s)	May 2025
Board Approval	June – July 2025
Issue Notice of Intent to Award	June 2025

Draft Contracts and Implementation Timetables	July - August 2025
Implementation	September 2025 – January 2026
Commencement of Contract	February 1, 2026

All questions regarding this RFP should be directed to Segal. Any questions or contacts with ACERA Board Members or Staff regarding this RFP is strictly prohibited.

B. PROPOSAL PROCESS

1. ISSUE OF RFP

This RFP is being issued by ACERA. Copies of this RFP including supporting documents will be provided via email by Segal and posted on ACERA's website.

2. DEADLINE TO SUBMIT INTENT TO BID FORM

All Proposers are requested to submit a completed Intent to Bid Form provided in Appendix A no later than 4:00 p.m. Pacific Time on March 12, 2025 to Michael Szeto at mszeto@segalco.com.

3. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Proposers may submit written questions to this RFP until the deadline at 4:00 p.m. Pacific Time on March 19, 2025. Written questions need to be sent via email to Michael Szeto at mszeto@segalco.com.

The Point of Contact will not respond to questions submitted in any other manner or format.

4. RESPONSE TO WRITTEN QUESTIONS/RFP ADDENDUM

All responses to written questions regarding the substance of the RFP will be listed as an addendum to the RFP and will be emailed to Proposers and posted to ACERA's website.

Any material changes to the RFP will be issued as an addendum, and emailed to Proposers. ACERA and its Health & Welfare Consultant reserve the right to post additional addenda until the RFP closing date and time.

5. SUBMISSION OF PROPOSALS

Proposers must submit proposals to ACERA and its Health & Welfare Consultant in the requested format below:

ACERA Submission Requirements:

One (1) original hard copy and four (4) hard copies of the proposal must be addressed to and received at the location specified below on or before the closing date and time. All received proposals will be time stamped.

Hard copy proposals must be sealed and labeled ***Request for Proposal for Dental Programs*** on the outside of the package to clearly indicate the package was submitted in response to ACERA's Dental RFP.

Please send your proposal to:

Alameda County Employees' Retirement Association

**Attn: Benefits Department
475 14th Street, Suite 1000
Oakland, California 94612-1916**

ACERA's Health & Welfare Consultant Submission Requirements:

One (1) electronic copy provided via secure email must be submitted to the RFP Point of Contact on or before the closing date and time.

Please send your proposal to:

**Segal
Attn: Michael Szeto
500 N. Brand Blvd
Suite 1400
Glendale, CA 91203
mszeto@segalco.com**

6. PROPOSAL EVALUATION

An evaluation panel will review and evaluate the proposals. Proposers that demonstrate their capacity, ability and capability to meet ACERA's requirements and cost will be determined to be within the competitive range and selected on the short list of Proposers to progress to the next round of evaluation. At ACERA's option, Proposers on the short list will be invited to participate in additional interviews, demonstrations and/or presentations as required. One or more Proposers may be selected as finalist(s) to enter into negotiations with ACERA with an intent to award a contract.

7. NOTICE OF INTENT TO AWARD

Pursuant to the completion of the final negotiations, the RFP Point of Contact will issue a notice of intent to award a contract and notify all Proposers.

8. SUBMISSION OF CONTRACT FOR EXECUTION

Based on the total value of the agreement, an evaluation panel will recommend for contract(s) award to ACERA's Board of Retirement to execute the agreement.

9. COMMENCEMENT OF AGREEMENT

Commencement of agreement is upon execution by both parties.

V. PROPOSAL PREPARATION AND SUBMISSION

A. BIDDING INSTRUCTIONS

1. **Award or Rejection:** Any award will be made to the Proposer whose proposal is deemed to be in the best interest of ACERA. ACERA reserves the right to reject any or all proposals. Proposals will not be returned.
2. **No commissions:** No commissions will be paid and none are to be included in any bid and no designation of "Broker of Record" will be issued to any Proposer in order for the Proposer to procure a quotation from an insurance company. No override payments, volume bonuses or other indirect payments to agents or producers are allowed under ACERA's rules.
3. **Intent to Bid:** All Proposers are requested to submit a completed signed Intent to Bid Form no later than March 12, 2025 to Michael Szeto at mszeto@segalco.com. A signed confidentiality and non-disclosure agreement (NDA) is required for the Proposer to receive the census, and the network disruption and discount evaluation tables to be completed with the proposal.

4. **Costs for Proposal Preparation:** Any costs incurred by Proposers in preparing or submitting proposals are the Proposers' sole responsibility.
5. **Oral Explanations:** ACERA will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.
6. **Acceptance of Proposal:** The Proposer agrees to be bound by its proposal for a period of at least 180 days, during which time ACERA and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified. Late proposals may not be accepted.
7. **Eligibility Rules:** The Proposer agrees to the eligibility rules established by ACERA. Any proposed modifications to the specified eligibility rules are unacceptable.
8. **Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly pointed out in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified. In instances where there is a material difference between your Company's proposal and an eventual contract, your response proposal will be binding.
9. **Assumptions or Underwriting Provisions:** It is required that all proposals exclude any language referring to the right of the Proposer to change rates due to changes in expected versus actual enrollment for any period of the one-year term of the contract and any extensions thereon. Failure to comply with this requirement will be strictly accounted for in the proposal evaluation.
10. **Proposer's Representative:** The proposal must be signed by a legal representative of the bidding firm who is authorized to bind the firm. All rates, fees and terms presented will be considered legally binding.
11. **General Compliance:** All Proposer services must adhere to relevant federal and state laws and regulations.
12. **HIPAA Compliance:** All Proposer systems and services must be in compliance with the HIPAA EDI, Privacy and Security regulations on the appropriate dates established by the Department of Health & Human Services.
13. **Submission of a signed proposal shall be construed as your Company's strict adherence to this proposal, unless otherwise noted in writing. Failure to meet any of these conditions may result in disqualification of proposals. This RFP and your response, including all subsequent documents provided during this RFP process will become part of the contract between the parties.**

B. PROPOSAL SUBMISSION

The proposal shall include information/responses to the following:

1. Brief cover letter with the signature(s) of the company officer(s) empowered to bind the firm, with the title of each. Proposer's complete name, business address, email, mailing address, and telephone number of the person Segal should contact regarding the proposal.
2. A description of the Proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an

- opinion about the stability and financial strength of the organization.
3. A complete disclosure of any prior or ongoing incidents as to which it is alleged that the Proposer has defaulted or failed to perform, which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination.
 4. Names, qualifications, and experience of the proposed project team. Attach resumes of key project staff.
 5. Three current and three former client references whom the Proposer has performed similar services of similar scope within the past five years. Include the name and address of the organization, the name, email and telephone number of a contact person, and a description of the services performed by the Proposer.
 6. A narrative statement that illustrates Proposer's understanding of the program requirements.
 7. A narrative statement that sets out the methodology Proposer intends to employ and how this methodology will serve to perform the described services.
 8. Provide a detailed response for each task identified in Section II Scope of Services in sequential order, especially network retention and market analysis reports.
 9. A timeline for completion of the project.

C. REQUESTED FUNDING ARRANGEMENTS AND PLAN DESIGN

Proposed benefit plans are to duplicate the existing plans provided by Delta Dental for the DPPO and DHMO dental plans as outlined in APPENDIX C.

For the DPPO dental plan, bids are requested on both self-funded and fully insured basis. Fully insured DPPO proposals should be made on both a participating and non-participating (no refund/deficit accounting) basis in APPENDIX B. For the DHMO plan, bids are requested on a fully insured, non-participating (no refund/deficit accounting) basis in APPENDIX B.

VI. EVALUATION

While ACERA has retained the services of Segal to facilitate the RFP process, ACERA at all times retains ultimate responsibility for the evaluation and award of contract(s) at its sole discretion. Selected and non-selected Proposers will be notified in writing at the conclusion of the process. Selection is contingent on satisfactory completion of appropriate agreements which will be negotiated.

The evaluation criteria listed below will be used in the evaluation of written proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should provide clear, concise information in sufficient detail to allow an evaluation based on the criteria below. A Proposer must be acceptable in all criteria for a contract to be awarded to the Proposer that offers the best value to ACERA.

A. EVALUATION PROCESS

The selected Proposer must successfully pass all the following levels of review:

- **Level I. Review of Qualifications, Experience, and References:**
Proposer must demonstrate it meets the minimum qualifications (see Section I.); must demonstrate a positive record as a responsible contractor; and must have the resources and experience to perform the required services
- **Level II. Administrative Responsiveness:**
Firm's proposal must demonstrate its responsiveness to the administrative requirements outlined

in the RFP. Firm's ability to adhere to ACERA's standard contract provisions will also be considered

- **Level III. Proposed Services and Compensation ("Proposal"):**

For the purposes of Level III evaluation, the responsive proposals will be evaluated, ranked, and scored based on the criteria below. Interviews may also be conducted and used as an additional means of evaluation for scoring in all categories

Description	Maximum Points
<p>Financial Cost and Value – Reasonableness of costs to services and best overall value to ACERA based on the following:</p> <ul style="list-style-type: none"> • Ability to deliver the RFP scope of services • Premium rates/fees • Rates/fee adequacy • Contract dentist reimbursement adequacy • Contract dentist retention • Retention charges • Performance guarantees • Multiple Year Rate Caps • Funding arrangement options • Resource commitments to innovative ideas, programs, tools, and/or coverage that would improve quality and cost for the health care program • Firm's financial position will be used as an indicator of the ability to provide the requested services over the full term of the contract 	30
<p>Provider Disruption and Retiree Access – Ability to duplicate the current network and maximize retiree access.</p>	25
<p>Quality and Member Service – Demonstrated ability to deliver high-quality services and Wellness Programs to public agencies of similar size and/or scope based on past performance and the following:</p> <p>The Service rating will be based upon the ability to deliver high-quality customer service to Retirees and their dependents, including availability of live customer service representatives and Web-based tools that help in determining benefit levels, decision support, Member education, and provider selection.</p>	25
<p>Client Services - Administration Support and Account Management and Service Team – Ability to provide excellent administration support, and proactive and highly responsive Account Management services.</p> <p>The level of applicable administrative support services will be considered (claims processing, client services, billing and eligibility, contracts, enrollment, and firm's business operation, etc.).</p> <p>The Account Management and Service Team evaluation will be based on the quality and quantity of staff assigned to the ACERA account necessary to deliver the services outlined in the scope of services.</p> <p>Ability to provide detailed utilization data.</p>	20

Ability to provide electronic files as part of the Patient Protection and Affordable Care Act (PPACA).	
Total	100

- **Level IV. Final Approval by the Board:**

The Proposer that demonstrates to be the most qualified to provide the required services at the best overall value to ACERA, as determined by the evaluation panel, will be recommended for contract award to the ACERA Board. The Board at its sole discretion makes the final award determination.

B. FINALIST INTERVIEWS

ACERA expects to request the participation of selected bidding organizations in oral interviews. This will be your opportunity to present your proposal in person or virtually, to engage in an interactive dialogue and to answer questions. The interview will be located at ACERA's offices in Oakland, CA, and the interview time will be approximately one hour.

C. SITE VISITS

At its discretion, ACERA may conduct site visits with selected Proposers to address any and potentially all aspects of operations affecting administration of its plan. This could include claim operations, customer service, utilization management/review, and provider network management.

D. CONTRACT PROCESS

All proposals deemed timely and responsive will be reviewed, evaluated, and a short list of the most qualified Proposer(s) will be developed. An evaluation panel consisting of a committee of ACERA Staff members and ACERA's Health & Welfare Consultant will interview the qualified Proposer(s) on the short list. After the completion of the interview process, ACERA and ACERA's Health & Welfare Consultant will rank the short listed Proposers and negotiate a contract with the highest ranked, qualified Proposer.

If a contract for any reason cannot be successfully negotiated with the first-ranked firm, ACERA may choose to negotiate with the next most qualified firm. The final terms and conditions will be determined during contract negotiations following the selection process. Upon satisfactory negotiation, ACERA Management will return to the Board of Retirement with a recommendation to award the contract. No contract shall be final until approved by the Board of Retirement.

VII. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Proposers must submit only one written proposal, but may include more than one option or alternative offer of service in the proposal. A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. ACERA personnel will not merge, collate, or assemble proposal materials.

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly

authorized representative addressed to the RFP Point of Contact.

B. ORIGINAL AND COPIES

Proposers must provide hard copy and electronic copies of proposals to the following entities on or before the closing date for submission of proposals:

- **ACERA:** Provide one (1) original hard copy and four (4) hard copy proposals.
- **Segal:** One (1) electronic proposal via secure email.

The original hard copy proposal must be stamped “ORIGINAL” and contain original signatures on the necessary forms. Identical hard copy proposals must include signatures on the necessary forms.

Electronic copy of the proposal is for the purpose of developing the contract for award. Proposers shall provide electronic copies of their proposal via secure email to the RFP Point of Contact, with applicable appendices readable by Microsoft Office (Word and Excel) software, or in other formats as specified in the RFP.

C. PROPOSAL FORMAT

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.). Within each section of the proposal, Proposer should address the requirements in the order in which they appear in Section VII of this RFP.

APPENDIX A

INTENT TO BID FORM

Return by 4:00 p.m. Pacific Time on March 12, 2025 to:

VIA EMAIL – Michael Szeto at mszeto@segalco.com

Re: ACERA – Request for Proposal (RFP) for Dental Benefits

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

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

We are not submitting a proposal because _____

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

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

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

Name of Company: _____

Primacy Contact Name: _____

Primacy Contact Phone: _____

Primacy Contact Email: _____

Authorized Signature: _____

APPENDIX B

PREMIUM QUOTATION FORM INSTRUCTIONS

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

APPENDIX C

PLAN COMPARISON SUMMARY

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

APPENDIX D

PROPOSER INFORMATION SHEET AND REFERENCES

Organization Name	
Date Founded	
Contact Person's Name	
Title	
Address	
City/State	
Phone Number	
E-mail Address	
Fax Number	
Website	

CURRENT PUBLIC SECTOR CLIENT REFERENCES				
Name	Contact Name	Phone Number and Client Location	Number of Employees	Contract Start Date
RECENTLY TERMINATED PUBLIC SECTOR CLIENTS				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

_____ Authorized Signature

APPENDIX E

QUESTIONNAIRE FORM INSTRUCTIONS

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

APPENDIX F

NETWORK ANALYSIS

A. Geo Access

Provide separate GeoAccess results for **each product** that is included in your proposal. Please make sure that the GeoAccess reports match the total of participant counts based on current census data provided.

Standard for Definition of Access to Network Provider:

- General Dentists: 2 in 10 miles for urban/suburban areas, 2 in 20 miles for rural areas
- Specialists: 2 in 10 miles for urban/suburban areas, 2 in 20 miles for rural areas

B. Network Disruption and Discount Evaluation

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

APPENDIX G

PERFORMANCE GUARANTEES

Please fill out your proposed Performance Guarantees for the DPPO (APPENDIX G-1) and DHMO (APPENDIX G-2) plans in the attached spreadsheets. Proposed Performance Guarantees must meet or exceed the current standards and financial fees at risk for the DPPO and DHMO plan(s).

ATTACHMENT A

PREMIUM AND CLAIMS HISTORY

The historical premiums and claims for the DPPO and DHMO plans will be provided in a spreadsheet attachment labeled ATTACHMENT A.

ATTACHMENT B

RETIREE ENROLLMENT GUIDE

The most recent Retiree Enrollment Guide is available to be downloaded at:

<https://www.acera.org/sites/main/files/file-attachments/retiree-enrollment-guide.pdf>

ATTACHMENT C

CENSUS

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

ATTACHMENT D

EVIDENCE OF COVERAGE

Please refer to the PDF labeled ATTACHMENT D.

[END OF RFP]